

STATE OF MARYLAND

MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION (MTA)



REQUEST FOR PROPOSALS (RFP)

FOR

**MTA Communications and Marketing
Outreach Services**

CONTRACT NO. MTA – 1376 A-C

ISSUE DATE: June 24, 2013

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposal (RFP)

MTA COMMUNICATIONS AND MARKETING OUTREACH SERVICES

CONTRACT NO. MTA-1376 A-C

RFP Issue Date: June 24, 2013

RFP Issuing Office: MD Department of Transportation
Maryland Transit Administration

Procurement Officer: Rick Owens
Office Phone: (410) 767-3360
Facsimile: (410) 333-4810
E-mail: rowens@mta.maryland.gov

Proposals are to be sent to: MD Department of Transportation
Maryland Transit Administration
6 St. Paul Street, 7th Floor
Baltimore, MD 21202
Attention: Rick Owens

Pre-Proposal Conference: July 18, 2013 – 2:00 pm. Local Time
Maryland Transit Administration
6 St. Paul Street, Rooms 920-921
Baltimore, MD 21202

Closing Date and Time: August 8, 2013 – 2:00 P.M. Local Time

NOTICE:

Prospective Offerors who have received this document from a source other than the Procurement Officer's authorized agency and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately visit MTA's website (www.mta.maryland.gov) to download this RFP. Follow links "Business", "Procurements", "Bids/Solicitations" to view the specifications and/or addenda.

You are requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of a contract resulting from RFP No. MTA- 1376 A-C on a Task Order basis. This Contract is a multiple award contract and will be for a term of five (5) years.

Disadvantage/Minority Business Enterprises are encouraged to respond to this solicitation.

**STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS**

In order to help us improve the quality of State solicitations, and make our procurement process more responsive and business-friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your bid or proposal (or no bid), as the case may be. Thank you for your assistance.

**Bid/Proposal Number: MTA-1376 A-C, MTA COMMUNICATIONS AND MARKETING
OUTREACH SERVICES**

A. If you have responded with a no bid, please indicate the reason below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the contract is not something we normally provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ The specifications are either unclear or too restrictive. (Please explain in remarks section.)
- ☐ The scope of work is beyond our current capacity.
- ☐ Doing business with government is simply too complicated.
- ☐ We cannot be competitive. (Please explain in remarks section.)
- ☐ Time for completion is insufficient.
- ☐ Bonding/insurance requirements are prohibitive. (Please explain in remarks section.)
- ☐ Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain in remarks section.)
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Please explain in remarks section.)
- ☐ Other: _____

B. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the remarks section below. (Use the back for additional information.)

Remarks: _____

Vendor Name: _____ Date: _____

Contact: _____ Phone: (____) _____

Address: _____

If you have chosen not to submit a proposal on this procurement, please fax this completed form to: 410-333-4810 (Attention: Rick Owens).

THANK YOU!!!

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SECTION I – INTRODUCTION

A. BACKGROUND

The Maryland Transit Administration (MTA), a statewide public transportation agency, is Maryland's primary public transit provider. Comprised of over 3,200 employees, the MTA operates and supports safe, efficient, and reliable Local Bus, Commuter Express Bus, Metro Subway, Light Rail, MARC Train, Mobility/Paratransit, Special Sports, and freight services. In 2011, MTA provided 109,743,301 passenger trips with an average weekday ridership totaling 371,773 passengers.

A majority of the MTA's services are concentrated in the Baltimore-Washington Metropolitan area, but also extend to Southern Maryland, Cecil County, Eastern Shore, and Western Maryland regions. In addition to direct and contractually provided services, the MTA offers operational and financial assistance to Maryland's twenty-six (26) Locally Operated Transit Systems.

B. PURPOSE

This Request for Proposals (RFP) invites advertising agencies or other qualified Offerors to submit proposals to the MTA. The MTA is a governmental unit within the Maryland Department of Transportation (MDOT). MDOT is a principal department of the executive branch of the government of the State of Maryland (State). This RFP describes the services needed to market and promote statewide public transportation on behalf of MTA.

The MTA's communications and marketing strategies seek to increase ridership, provide transit educational resources, strengthen agency brand identity, enhance the public's image of the MTA, and to collect data that can be used to help direct improvements in MTA operations. Further, the contract will also help facilitate the marketing of federal transit security outreach programs related to the "If You See Something, Say Something" public transit awareness effort.

This contract will facilitate a Regional transit security awareness outreach program designed to strengthen the public awareness for the national Capitol Region (Maryland, Washington, D.C., and Northern Virginia) transit facilities and vehicles. The selected vendors are required to provide educational marketing support for outreach efforts at the targeted audiences and will be utilized with the more general regional advertising to reinforce the message from the moment passengers get ready to use the transit systems until they arrive at their destinations. The use of transit facilities and vehicles to convey the public awareness message is critical to the overall success of the program as they have the ability to push the message further out into the local community. The activities under outreach effort may include but are not limited to printed materials, radio and television media, transit advertising, etc. This contract allows the vendor(s) with the creative flexibility to utilize the current cutting edge marketing strategies at the time of campaign launch, while taking into account the following factors:

- cost reasonableness of those strategies, and
- the program goals of reaching larger numbers of transit patrons and employees spanning different demographic categories.

The goal of this contract is to use a wide variety of media types to develop a comprehensive advertising and marketing campaign to try and motivate more of the public transit passengers and employees to become active participants in the security of the transit systems they use and serve.

The Offeror (s) selected for contract award will provide these and other associated services for a period of five (5) years. All subcontracted services, including media purchases, are the prime contractors' responsibility.

The contract resulting from this procurement process shall provide for fixed hourly rates for each classification of personnel to be assigned to this contract by the Offeror. This procurement is being conducted pursuant to State Procurement Regulations COMAR (Code of Maryland Regulations), Title 21.05.03, Procurement by Competitive Sealed Proposals.

C. ADMINISTRATIVE/CONTRACTUAL INFORMATION

1. Issuing Office

This RFP is issued for the MTA by the Procurement Division. The sole point of contact for this RFP is the Procurement Officer at the issuing office address as shown below:

Rick Owens
Procurement Officer
Maryland Transit Administration
William Donald Schaefer Tower
6th Saint Paul Street, 7th Floor
Baltimore, MD 21202-1614
Telephone: 410-767-3360
E-mail address: rowens@mta.maryland.gov

2. Inquiries

Written questions from prospective Offerors will be accepted, by the Procurement Officer only, prior to the pre-proposal conference. **The submission deadline for written inquiries is no later than 4:00 p.m. (Eastern Standard Time), on July 10, 2013.** Questions may be submitted by mail, facsimile, or, by e-mail to the Procurement Officer. In the case of questions not received in a timely manner, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions will be distributed to all vendors who are known to have received a copy of the RFP by Addendum.

3. Pre-Proposal Conference

A pre-proposal conference will be held on **July 18, 2013** at the MTA's office located at 6 St. Paul Street, Baltimore, Maryland, 9th floor conference rooms 920-921, beginning at 2:00 pm.. All Offerors are encouraged to attend this meeting, but attendance is not mandatory. Attendance should be limited to no more than two (2) representatives per proposing team.

The pre-proposal conference will be recorded. A copy of the transcript of the conference will be posted on the MTA's website (<http://www.mta.maryland.gov>).

4. Submission Deadline

In order to be considered, all proposals must be received, no later than 2:00 p.m. (Eastern Standard Time), on **August 8, 2013**, by the Procurement Officer, located at the address listed in Section I.C.1. **Offerors submitting proposals by mail should allow sufficient mailing and delivery time to ensure timely receipt by the Procurement Officer. Proposals arriving after the closing date and time are late and shall be rejected in accordance with applicable regulations. Electronic and fax proposals will not be accepted.**

The Offeror shall submit one unbound original and five (5) copies of the “Technical Proposal” and one unbound original and five (5) copies of the “Financial Proposal”, each in a separate sealed envelope, clearly marked with the full name and address of the Offeror and the contents of the envelopes or packages, e.g., “Technical Proposal, Contract No. MTA-1376 A-C” and “Financial Proposal, Contract No. MTA-1376 A-C”, as detailed in Section III of this RFP.

The identity of an Offeror and the Register of Proposals may not be disclosed before the Procurement Officer makes a determination recommending the award of the Contract in accordance with applicable regulations.

5. Signatures

An officer authorized to make a binding commitment for the firm(s) making the proposals shall sign each proposal.

6. Procurement Method

This procurement is being conducted in accordance with the Code of Maryland Regulation (COMAR), Title 21, and State Procurement Regulations; COMAR 21.05.03, Procurement by Competitive Sealed Proposals. In accordance with COMAR 21.05.03.03F, the State intends to award a contract to the selected responsible Offeror(s) whose proposal is determined to be the most advantageous to the state, considering price and the technical evaluation factors set forth herein. A responsible Offeror is one who has the capability in all respects to perform fully all contract requirements and who has the integrity and reliability, which will assure good performance.

7. Contract Duration

The term of this Contract is for a period of five (5) years.

8. Incurred Expenses

The State will not be responsible for any costs incurred by Offerors in preparing and submitting a response to this RFP, attending oral presentation(s) providing demonstrations, or for any other associated costs.

9. Addenda and Revisions To The RFP

If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

10. Award(s)

The MTA intends to award **three (3) contracts** to the Offerors that best satisfy the needs of the MTA, technical and price and other factors considered. All contents of the Offerors proposal shall become part of the contract obligations. However, this RFP does not obligate the MTA to award contracts, if the needs of the MTA are not satisfied.

By submitting a proposal in response to this RFP, the Offerors thereby accepts the terms and conditions set forth herein, including the Maryland Department of Transportation (MDOT) General Conditions for Service Contracts (Attachment 2) which will be part of any contract entered into as a result of this RFP.

11. Cancellation And Rejection Of Proposals

The State reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State reserves the right to cancel this RFP in accordance with Code of Maryland Regulations (COMAR) 21.06.02.

12. Duration Of Offer

Proposals submitted in response to this RFP are irrevocable for one hundred eighty (180) days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

13. Contract Type

The contract to be awarded as a result of this RFP will be fixed unit price, indefinite quantity pursuant to COMAR 21.06.03.06 A (2).

14. Discussions

MTA may enter into discussions with all qualified Offerors. The term “qualified Offeror” includes only those responsible Offerors who submitted proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. Discussions shall be led by the MTA and the Offeror’s Team/Project Manager may be required to make an oral presentation. The Procurement Officer will notify Offerors of the time and place of oral presentations. A submission of a proposal does not guarantee an Offeror the opportunity to be invited in for discussions.

The MTA retains the right, at its discretion, not to hold discussions with Offerors and may award a contract on the basis of the Technical and Financial Proposals, as submitted, if in the judgment of the Procurement Officer, the Offeror response demonstrates sufficient competition so that acceptance of an initial offer without discussion or negotiation would result in a fair and reasonable price.

Offerors may be required to make one or more oral presentations in order to clarify their proposals and to respond to the questions of the Evaluation Committee. Representations made during an oral presentation must be reduced to writing and shall become part of the Offeror’s proposal and are binding if the contract is awarded.

15. Best And Final Offers

In accordance with COMAR (21.05.03.03D), when it is in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial proposals by submitting “Best and Final Offers” (BAFO).

16. Proposal Format

Offerors shall complete and submit the proposals as defined in Section III of this RFP. Proposals shall be prepared simply and economically, providing a straightforward and clear description of the Offeror’s proposal for meeting the requirements of the procurement. Oral, fax, telegraphic, “emailed,” or electronic submissions shall not be accepted. The Proposal and all proposal forms of each Offeror shall be signed by a corporate officer, partner, proprietor or individual authorized to legally bind the Offeror.

17. Compliance With Law

By submitting an offer in response to this RFP, the successful Offeror(s) selected for award agrees that it shall comply with all Federal, State and local law applicable to its activities and obligations under the Contract.

18. Arrearages

By submitting a response to this RFP, the Offeror(s) represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits and that it shall not become in arrears during the term of this contract if selected for the contract award.

19. Acceptance of Terms and Conditions

By submitting an offer in response to this RFP, Offerors shall be deemed to have accepted all the terms and conditions, set forth in this RFP and in the attached General Conditions for Service Contracts. (Attachment 2)

In the event of a conflict between provisions of the Contract, the RFP, the General Conditions, or any other document incorporated by reference into the Contract, the following order of precedence shall determine the prevailing provisions:

The Contract Agreement (Attachment 1)
The Request for Proposals, including any addenda.
The MDOT General Conditions for Service Contracts (2004) as amended.
The Contractor's Proposal (technical and financial), including any amendments.

20. Procurement Regulations

The RFP and any resulting contract shall be governed by the State Finance and Procurement Article and by COMAR Title 21, State Procurement Regulations, as amended.

21. Conflict Of Interest; Confidentiality

The Offeror covenants that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this RFP. (Attachment 5)

22. Incorporation By Reference

All terms and conditions of the RFP and amendments thereto, all provisions of the successful Offerors's proposal and submittals in response to the RFP and amendments thereto, all applicable State and Federal Laws, statutory and regulatory provisions and orders, shall be incorporated by reference and made a part of the contract to be entered into as result of this RFP.

23. Alternate Proposals And Multiple Proposals

Alternate or multiple proposals will not be accepted.

24. Resident Business Reciprocal Preferences

A "resident business" is a business whose principal office or principal base of operations

is located in the State.

A resident business preference is any preference that favors a resident business over a non-resident business. Such preferences include percentage preferences, discounts, point allowances, and employee residence requirements. Such preferences can be established by statute, regulation, executive or administrative order, directive, policy or practice.

Maryland law does not authorize procurement officers to favor a resident business over a non-resident business when awarding procurement contracts, unless the resident business is competing against a non-resident business whose home state grants resident business preferences. In the event that a non-resident business' home state grants resident business preferences, the procurement officer will give the resident business a reciprocal preference, i.e. the same preference as is offered by the out-of-state vendor's home state, unless the application of the reciprocal preference conflicts with a federal law or a grant affecting the procurement contract.

25. Debriefing Of Unsuccessful Offerors

Unsuccessful Offerors shall be debriefed upon their written request (submitted to the Procurement Officer), provided the request is made within a reasonable period of time, i.e. ten (10) calendar days, after receiving notice of not being recommended for award from the Procurement Officer.

Requests for debriefings shall be honored by the MTA at the earliest feasible time after the request is received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

26. Protests

Any Offeror or other interested person who is aggrieved by the award of the contract resulting from this solicitation or proposed award may protest that decision. If a protest is made, it shall be in accordance with Code of Maryland Regulations (COMAR) Section 21.10.

27. Verification Of Registration And Tax Payments

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. They can be reached at 410-767-1330, or online at www.dat.state.md.us. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommending for contract award.

28. Use of "e-Maryland Marketplace"

"e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the e-Maryland marketplace web site (<https://emaryland.buyspeed.com/bso/>) and other means for

transmitting the RFP and associated materials, the solicitation and minutes of the pre-proposal conference, Offeror questions and MTA responses, addenda, and other solicitation related information will be provided by the Procurement Officer.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

29. Electronic Funds Transfer (EFT)

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder/Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment 9). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

30. False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

In connection with a procurement contract, a person may not willfully falsify, conceal, or suppress a material fact by any scheme or device; make a false or fraudulent statement or representation of a material fact; or use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and upon conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

31. Hiring Agreement

- A. By submitting a bid or proposal in response to this solicitation, the bidder/offeree agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (Attachment 15). The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the Procurement Officer within ten days following notification that it is being recommended for contract award- The Hiring Agreement will become effective concurrently with the award of the contract.

- B. Examples of the types of jobs that the Hiring Agreement encompasses are all of the jobs listed in the Financial Proposal.
- C. The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified Maryland Temporary Cash Assistance customers to fill job openings resulting from this procurement, in accordance with §13-224, State Finance and Procurement Article.

32. Disadvantaged Business Enterprise

It is the goal of MTA that Disadvantaged Business Enterprises (DBE) participate in all projects. The MTA hereby notifies all Offerors that in regard to any contract entered into pursuant to this RFP, Minority Business Enterprises will not be subject to discrimination on the basis of race, color, sex or national origin in consideration for an award.

An overall Disadvantaged Business Enterprise (DBE) subcontracting participation goal of **sixteen percent (16%)** has been established for this solicitation. The DBE participation goal must be met from services utilized under the contract. Media buys (air time/media placement) are included in the contract dollar amount as a pass-through cost (of which markups or commission costs are not allowable) and cannot be credited toward achieving the MBE goal; however, a MBE media buying service's time may be used toward the overall MBE goal.

A fully executed "Certified DBE Utilization and Fair Solicitation Affidavit" and "DBE Participation Schedule" (Attachment 4) shall be submitted with the Technical Proposal. Failure to submit the required documents shall result in the Offeror's Technical Proposal being deemed "not reasonably-susceptible" of being selected for award, in accordance with State procurement regulations.

Prior to the due date for receipt of proposals, DBE firms being considered for subcontracting work must be certified by the Maryland Department of Transportation (MDOT). This process takes an average of six (6) months to complete. By submitting a response to this RFP, the Offeror agrees that, at a minimum, this percentage of the contract price will be allocated to DBE's.

DBE Participation in work performed under this contract will be monitored by the State and must be in accordance with Attachment 4.

Questions or concerns regarding the DBE requirements of this solicitation must be raised before the receipt of technical proposals.

A current directory of D/MBE's is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, and P. O. BOX 548, 7201 CORPORATE CENTER DRIVE, HANOVER, MARYLAND 21076. The phone number is 410-865-1269 or 1-800-544-6056.

The D/MBE Directory is also available at <http://www.mdot.state.md.us>. Select the

MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on D/MBE's is available via this web site.

33. Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. Information which is claimed to be confidential is to be placed *after* the Title Page and *before* the Table of Contents in the Technical Proposal and, if applicable, in the Financial Proposal. Only the specific information deemed exempt from disclosure shall be identified.

34. Basis of Compensation:

During the initial five (5) year term of this contract, the Offeror shall be reimbursed at the rates submitted on the Financial Proposal Form (Attachment 8) and in accordance with the Financial Proposal Guidelines (Attachment 8).

35. Bid/Proposal Affidavit

A completed Bid/Proposal Affidavit shall accompany a proposal submitted by an Offeror. A copy of this Affidavit is included (Attachment 6) with this RFP.

36. Contract Agreement and Affidavit

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a "Contract Agreement" and "Contract Affidavit" form. Copies of these documents are included for informational purposes, (Attachment 1 and 3) with this RFP.

For purposes of Section B of the Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), please note that any company incorporated outside of Maryland is considered a "foreign" company.

37. Certificate Regarding Lobbying

A completed Certificate Regarding Lobbying shall accompany a proposal submitted by an Offeror exceeding \$100,000.00. (Attachment 7)

38. Provisions

It is the MTA's intent, as a result of issuing this RFP, to award three (3) contracts to firms whose proposals are determined to be the most advantageous offer to the State

considering technical, oral, and financial factors, as outlined in greater detail in this RFP under Part II “Scope of Services”, Part III “Responses to the RFP”, and Part IV “Proposal Evaluations”.

The MTA reserves the right to participate in separate, cooperative advertising campaigns with marketing partners, if such opportunities become available. The Offeror will not be entitled to receive commissions on any production or media advertising placed through such separate cooperative arrangements. The MTA reserves the right to enter into separate contracts to place media advertising directly or through separate statewide media-buying contracts. The Offeror will not be entitled to receive commissions on any media advertising placed directly by the MTA.

The MTA reserves the right to secure directly the services of third parties to perform any services secured under this Contract. The Offeror will not be entitled to payment in the form of commission or otherwise for any services performed by these third parties.

39. Anticipated Procurement Schedule (*subject to change*)

RFP Issue Date	June 24, 2013
Proposal Inquiry Deadline (4:00 p.m.)	July 10, 2013
Pre-Proposal Conference (2:00 p.m.)	July 18, 2013
Closing Date for Receipt of Proposals (2:00 p.m.)	August 8, 2013
Oral Presentations (if necessary)	To be determined
Board of Public Works (BPW) review/approval	To be determined
Notice to Proceed	To be determined

***Above dates are tentative and may change at a moment’s notice.**

40. Offeror Responsibilities

The selected Offeror shall be responsible for rendering services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror’s proposal. Additional information regarding DBE/MBE subcontractors is provided under paragraph 33 above.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary. Subcontractors retained for the sole purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in Attachment 4 of this RFP.

Although experience and documentation of an Offeror's parent may be used to satisfy minimum qualifications, a parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are transferred to and shared with the Offeror, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent's participation as determined by the State.

41. Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in **Attachment 13**.

Additional information is available on GOMA's website at: http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

42. Conflict Minerals Notice

Offerors are advised that Md. Ann. Code, State Finance and Procurement Article, § 14-413 provides as follows:

- (a) (1) In this section the following words have the meanings indicated.
- (2) (i) "Conflict mineral" means a mineral or mineral derivative determined under federal law to be financing human conflict.
- (ii) "Conflict mineral" includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or derivatives of these minerals.
- (3) "Noncompliant person" means a person:
 - (i) that is required to disclose under federal law information relating to conflict minerals that originated in the Democratic Republic of the Congo or its neighboring countries; and
 - (ii) for which the disclosure is not filed, is considered under federal law to be an unreliable determination, or contains false information.
- (b) A unit may not knowingly procure supplies or services from a noncompliant person.

By submitting a response to this solicitation, the Bidder/Offeror represents that it is in compliance with the disclosure requirements related to conflict minerals, as set forth in § 14-413 of the State Finance and Procurement Article.

43. Investment Activities in Iran

The Bidder/Offeror is required to complete the Investment Activities in Iran Certification. A copy of this Certification is included as **Attachment 18**. The Certification must be provided with the Bid/Proposal.

44. Location of the Performance of Services Disclosure

The Bidder/Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment 19**. The Disclosure must be provided with the Bid/Proposal.

45. Veteran-Owned Small Business Enterprise Goal

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

END OF SECTION I

SECTION II - SCOPE OF SERVICES

A. General

The MTA seeks Offerors to assist the MTA Office of Communications and Marketing in providing all services normally associated with marketing, advertising, digital media, audio and visual production, cartography and public relations support for MTA's statewide public transportation system. The MTA's marketing programs and campaigns seek to increase ridership, enhance the public's image of the MTA; to develop customer educational materials related to maps and system usage, and to collect data that can be used to help direct improvements in MTA customer outreach, employee education and morale and transit operations. The MTA Office of Communications and Marketing is responsible for advising the public of pertinent MTA activities and programs.

B. Examples of Task

The Offerors shall be prepared to provide all services necessary to provide communication and marketing outreach services to the Office of Communications and Marketing to satisfy the purposes of this RFP, including but not limited to the following:

1. Basic Research: Become knowledgeable about the basic subject matter, current research in the area, and the demographics of the target audience.
2. Marketing Federal Transit Outreach Programs: This contract will facilitate a Regional transit security awareness outreach program designed to strengthen the public awareness for the national Capitol Region transit facilities and vehicles. The selected vendors are required to provide educational marketing support for outreach efforts at the targeted audiences and will be utilized with the more general regional advertising to reinforce the message from the moment passengers get ready to use the transit systems to they arrive at their destinations. The use of transit facilities and vehicles to convey the public awareness message is critical to the overall success of the program as they have the ability to push the message further out into the local community. The activities under outreach effort may include but are not limited to printed materials, radio and television media, transit advertising, etc. This contract also allows the vendor with the creative flexibility to utilize the current cutting edge marketing strategies at the time of launch of the campaign taking into account cost reasonableness of those strategies the program goals of reaching larger numbers of transit patrons and employees spanning different demographic categories. The goal of this contract is to use a wide variety of media types to develop a comprehensive advertising and marketing campaign to try and motivate more of public transit passengers and employees to become active participants in the security of the transit systems they use and serve. This has the potential for heavy broadcast placement.
3. Strategic Planning: Assist the Office of Communications and Marketing in developing a comprehensive strategy to ensure that the audience is reached with the message in the most cost efficient manner and that all communications, marketing efforts, advertising, and public relations campaigns are well coordinated.

4. Creative Efforts: Upon specific request from the MTA, design advertising and publications, create and write print and electronic media copy, develop and maintain websites, design ad concepts and logos, prepare slogans or themes, specialty items, promotional campaigns, musical jingles, illustrations and original artwork. This includes concept development, PSA's, scripts, rough layout and storyboards, to final production. All campaign strategies, advertising concepts, budgets, on-air talent, ad copy and scripts must be submitted for review by the Office of Communications and Marketing staff and management. The MTA reserves final editing and approval rights for any concept, spots and/or copy.

The MTA reserves ownership rights to all concepts and advertising developed for the various campaigns and the RFP process, including all raw footage and photography shot exclusively for the MTA. Everything produced, created and developed for the District will be considered work for hire.

5. Production of Mechanicals: Create, design, photograph, prepare audiovisuals, and submit finished artwork, graphics, desktop publishing and camera-ready mechanicals.
6. Media Placements: Purchase appropriate media from local, regional, national or international media sources, as needed.
7. Market Research: Conduct pre and post testing of advertisements, focus groups, stewardship reports and market research studies, e.g. customer satisfaction surveys and quantitative market surveys.
8. Utilization of Services: When assigned a task, shall utilize, but not be limited to the following:
 - a. Production of brochures and other collateral materials
 - b. Media planning, buying and analysis (radio, television, on-line, print, etc.)
 - c. Development, production and implementation of transit service campaigns and/or messages
 - d. Promotional materials and items
 - e. Posters and point of purchase displays
 - f. Audiovisual presentations
 - g. Multimedia presentations
 - h. Interactive video
 - i. Telemarketing
 - j. Exhibit design and fabrication
 - k. Graphic Design and printing
 - l. Broadcast production services.
 - m. Photography services, including framing
 - n. Direct mail and fulfillment services.
 - o. Copywriting
 - p. Publications
 - q. Evaluation of advertising results
 - r. Research, including methodology, development, implementation and analysis.
 - s. Public relations services, including community outreach, public hearings, community meetings, conferences, trade shows, special events,

- t. Event planning and implementation.
 - u. Website hosting, design, development, maintenance and content management.
 - v. Social media services
 - w. Cartography services
 - x. Focus Groups
9. Maintenance and Materials: The Offerors shall provide for appropriate storage and maintenance of all documents and materials produced for the MTA. The Offeror(s) shall ensure that the MTA's property is maintained at proper temperature, humidity and in good condition. The Offerors shall maintain a current inventory listing categorized by description, quantity, storage date and location of all documents and materials. All materials including broadcast outtakes, and unproduced footage concepts as well as print, radio and collateral jobs are the sole property of the MTA, and must be surrendered upon request. At the end of the contract, all documents and materials shall be returned to the MTA or transferred to a repository designated by the MTA.
10. Budget Status and Stewardship Reports: The Offeror shall provide quarterly reports to the MTA Director of Marketing (or as specifically requested) within twenty-eight (28) days of the close of the quarter. All reports shall be based on the State's fiscal year (July 1-June 30). These reports shall include, but may not be limited to, description and status of projects, monthly accounting for amount committed, amount spent, remaining balance, minority utilization and summaries of uncommitted balances under the contract. Vendor invoices for subcontracted goods and services, as well as media, will be submitted monthly as documentation for costs billed to the MTA. Problems, irregularities and late payments by either contractors or subcontractors for media shall be noted. The reports shall identify all projects.

The Offerors shall also provide an annual report, which will summarize the quarterly reports. Copies of all quarterly and annual financial reports shall be sent to the MTA Director of Audits, in addition to the Director of Communications and Marketing. The Offeror shall provide other reports, as requested, by the MTA Director of Communications and Marketing.

11. Account Team: The Offerors shall assign an Account Supervisor and Account Executive dedicated to the MTA and shall be available on demand to the MTA. The individuals assigned to the MTA account shall be responsible for the coordination of all communications and related activities and projects for MTA.

The Offerors shall assign, as required, a creative team consisting of a creative director, art director, graphic designer, copywriter and Internet/website design and content management team; a public relations coordinator; and a media team consisting of a separate director, media planner, and one or more media buyers.

The MTA reserves the right to approve or reject proposed personnel, personnel changes and/or proposed subcontractors. In this instance, said key staff personnel will be identified in the Agreement. If one or more of the aforementioned personnel becomes unavailable for continuation of the work assignment, the Offerors shall replace said individual(s) with personnel of substantially equal ability and qualifications. However, any changes to designated key staff personnel will require Offerors to provide MTA a

minimum of fourteen (14) days advance notice. If acceptable, changes shall be effected without additional cost to the MTA and without formal modification of the Agreement.

12. Advertising: The Offerors shall adhere to all MTA and local jurisdictional policies and restrictions regarding advertising standards and subject matter, and must attest their willingness to comply with the MTA's high standards of good taste and aesthetics.

The MTA must pre-approve all advertising prior to placement. THE OFFERORS ARE ESPECIALLY ADVISED THAT NO ADVERTISING SHALL BE ALLOWED FOR ALCOHOL, TOBACCO PRODUCTS, OR SEXUALLY EXPLICIT MATERIAL. The Offerors shall obtain pre-approval from the MTA before advertisement and placement of any socially sensitive issues or political ads.

Upon written notification from the MTA, the Offerors shall remove any advertisement deemed objectionable by the MTA from any medium within twenty-four (24) hours. If such an ad was placed without the MTA's approval, this removal will be at the Offeror's expense. The MTA will remove advertising not removed by the selected Offeror at the MTA's request and bill the selected Offeror for the associated costs.

13. Advertising Standards: Advertising is not to be displayed, printed, or broadcast, which:

- a. Is misleading, false, or deceptive;
- b. Is sexually explicit, obscene, or deemed materially harmful to minors;
- c. Favorably depicts violence, illegal activity and/or antisocial behavior;
- d. Displays advertising for alcohol or tobacco products;
- e. Relates to illegal activities;
- e. Holds individuals or groups of people to public ridicule, derision, or embarrassment;
- f. Includes language that is obscene, vulgar, profane, or scatological;
- g. Is not allowed under Federal, Maryland or local jurisdiction, statute or law.

C. Requirements

1. Full-Service: The Contractors shall be a full-service firm experienced in providing advertising (print, radio, TV, out of home, and Internet), communications, public relations and graphic design. At a minimum, in-house services must include an account services department, creative department, broadcast and print production department, and media department. The Contractors must specify which tasks may be sub-contracted out to other firms e.g. research, and/or public relations.

2. Management and Reports: The Contractors must have an established billing system capable of producing monthly reports itemized by project number for each separate MTA department. The types of reports include, but are not limited to creative workplans, conference reports and status reports. Creative workplans will be due within one (1) week of client/agency discussion of project. Conference reports are due within forty-eight (48) hours of a scheduled meeting.
3. Financial Capacity: Contractors must have the financial capability to upfront costs such as media buys in the amount of at least \$250,000 for a minimum of two (2) months. Offerors need to explain how they would upfront these costs without creating a financial burden for themselves to provide these services.
4. Insurance Requirements: Within five working days after notice of potential award, the Contractor must obtain at its own cost and expense and keep in force and effect during the term of this Contract, including all extensions, the insurance specified in Attachment 10, which is incorporated herein and made a part of the Contract. The Contractor shall provide a copy of the Certificate of Insurance to the MTA Procurement Officer prior to commencing any work under this contract, which shall clearly indicate the coverage procured; the MTA named as an additional insured; and include a statement that the policies shall not be cancelled, terminated or modified without 30 days prior written notice to the Department.
5. Travel Reimbursement: Approved project assignments requiring travel will be paid in accordance with State travel regulations. During the term of the Contract, the Contractors will be subject to State travel rates as amended on an annual basis, and only these rates are acceptable on invoices to the MTA. Contractors will not be compensated for non-business hours while on travel status. State travel regulations, reimbursement rates, and rules are available at:

http://dbm.maryland.gov/agencies/Documents/TravelManagementServices/Travel_Regulations.pdf

- **Routine Travel** is travel within a 50-mile radius of 6 St. Paul Street, Baltimore, Md., or the Contractor's facility, whichever is closer to the project site. **There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Contractor's facility.**
- **Non-Routine Travel** is travel beyond the 50-mile radius of 6 St. Paul Street, Baltimore, Md. 21202, or the Contractor's facility, whichever is closer to the project site. Non-routine travel will be identified within a TOA (Task Order Agreement), if appropriate, and will be reimbursed according to the State's travel regulations and reimbursement rates. (Attachment 16) and the Department's Web Site at:
<http://www.dbm.maryland.gov/communities/community.asp?UserID=2&CommunityID=221&Folder=2712|2714>.
If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as Routine Travel and will not be reimbursed. The Contractor may

bill for labor hours expended in traveling by automobile or other pre-approved means, beyond the identified 50-mile radius for routine travel.

The Contractors may not proceed on any project without the written approval from the MTA and an itemized project estimate. Vendors are to submit a copy of their standard project estimate form as part of their Technical Proposal. Should project revisions increase the cost of the original estimate, the Contractors shall submit a revised estimate to MTA for approval within twenty-four (24) hours. If a revised estimate is needed, but not received within seventy-two (72) hours, charges will not be paid and will be at the Contractor's expense. All project estimates shall be approved and authorized by the MTA Director of Marketing or his appropriate designee.

6. Method of Payment: The maximum amount expended in any fiscal year during the term of the Contract shall not exceed the amounts appropriated by the Maryland General Assembly in the MTA budget for advertising. This is the net amount estimated to be available for all expenses under this Contract, including but not limited to production, media placements, subcontracts and hourly rates for account service.

All media purchases/placements will be billed "Net" to the Contractor(s), with no additional costs billed to the MTA. The Contractors, in turn, will bill the MTA at the identical "Net" cost to the Offeror, with copies of itemized vendor invoices to the Contractor(s) submitted to the MTA. The Contractor(s) will charge no markup, commission or handling fee to the MTA.

The Contractor(s) will not be compensated for usual miscellaneous charges including, but not limited to, individual photocopying, postal mailings, telephone, facsimile, and shipping/handling jobs under \$10.00 each. Such charges may not be collected and charged to the MTA at the end of the month.

The Contractor(s) will not be compensated for travel time or related expense, including but not limited to, meals, transportation, and mileage for local meetings with the MTA, unless specifically authorized, in writing, by the MTA in advance. If so authorized, Contractor(s) will be compensated at contract hourly rates and actual hours from the beginning to the end of such meetings, including compensation for parking expenses.

The Contractor(s) will be compensated for the actual cost of subcontracted services and goods. Hourly rate for subcontracted services will not exceed contract rates without approval in writing from the Director of Marketing. No markup or commission is allowed. All media purchases will be made on a net-net basis with no commission to the Contractor(s).

7. Invoice Payments: Invoices will be processed for payment after work has been performed and proper invoices have been submitted and approved by the MTA Director of Marketing or his/her appropriate MTA designee. Invoices are to be itemized in the same manner as the corresponding approved project estimate.

All invoices must bear the Contractor(s) Federal Employer Identification Number (FEIN), the relevant MTA Contract Number, and a copy of the approved cost estimate. The MTA will pay invoices only for actual costs that have been documented by the Contractor(s) and approved by the MTA. The Contractor(s) shall submit back-up documentation acceptable to the MTA to support the hours worked at the authorized contract hourly rates. For subcontracted work, the Contractor(s) shall submit the subcontractor's itemized invoices (approved by Contractor(s)) to the MTA designee along with the Contractor(s) invoice. Invoices will be due by the tenth of each month for charges incurred during the preceding month.

In the event of incorrect invoices, the entire month's billing will not be approved. The incorrect invoices will be returned to the agency for corrective action. The Contractor(s) will not be compensated for the additional time to correct and reprocess invoices. Invoices must cover all charges for the preceding month and not be older than forty-five (45) days. Media invoices must include publication invoice and tear sheets.

8. Prime Contractor Responsibilities: The prime contractor will assume sole responsibility for all work to be performed under any contract award resulting from this RFP. MTA will consider the prime contractor to be the sole point of contact, with regard to contractual matters.
9. Ownership of Materials: Ownership of all data, original artwork, film, videotape, photography and other materials and documentation originated and prepared for MTA pursuant to any contract resulting from this RFP shall belong exclusively to MTA. In the event that special events, such as conferences, trade shows or other promotional efforts, produce income under the execution of this Contract, the Offeror is required to submit, a monthly, detailed accounting of all income and expenses.

D. Secondary Competition

The two Offerors with the highest overall evaluations will each be awarded contracts and will be designated as Contractors "A", "B" and "C" respectively. The designated MTA representative will be responsible for developing scopes of work and requesting task order proposals. Individual project tasks will vary in terms of size, schedule and complexity. A Task Order RFP (TORFP) will be issued to all Contractors to establish and define the specific disciplines required for the task. Each Contractor will be asked to submit technical and price responses for the given task. Based upon an evaluation of these proposals, a task order will be issued to either Contractor A, Contractor B or Contractor C to perform the specified work.

For each project task, each Contractor shall respond to the issued task order in writing within five (5) working days after receipt of a written request from the MTA. The response shall include a proposed work plan, subject to MTA approval, including: scope of services, person hour estimate, specific staffing, cost estimate, and schedule. Verbal authorization of "Notice to Proceed" by the MTA will be followed by written documentation within three (3) working days.

Tasks under these contracts will be individually authorized, and no services may be undertaken without an approved task order issued by the designated MTA representative.

The Contractor will not be reimbursed for monies expended above the approved authorized limit without the prior approval of the designated MTA representative. No minimum amount of work is guaranteed to any Contractor under this contract.

In the event a task order(s) is issued but not completed prior to the expiration date of the contract, the Contractors will continue with completion of the task order at no additional cost to the State. All terms, conditions and pricing shall remain the same and in full effect. The extension period may not exceed six months past the expiration date of the contract.

The Contractors will be expected to submit for MTA's approval a project schedule for the services on any given task, which may be adjusted as the task proceeds, and which will include allowances for periods of time required for the MTA's review. The approved schedule shall not, except for reasonable cause, be exceeded.

END OF SECTION II

SECTION III – RESPONSES TO THE RFP

A. General

The Technical and Financial Proposals will be reviewed for consistency with and response to the requirements of this RFP. Both Technical and Financial Proposals shall be submitted at the same time.

Signatures: Technical and Financial Proposals shall be signed in ink as follows: This also includes Best and Final Offers.

1. As an individual – print and sign with full name.
2. As a partnership - partners shall print and sign with full names.
3. As a corporation - an officer of the corporation shall print and sign with full name and title. The Corporate Secretary shall attest (witness) to the authenticity of the signatures and the corporate seal shall be affixed near those signatures.

B. Technical Proposal

1. Format

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The letter shall be signed by an individual who is authorized to commit the Offerors to the services and requirements as stated in the RFP.

The proposal shall contain the items outlined below. Sections and subsections shall have tabs keyed to the Table of Contents. Proposals need not be too elaborate nor should they contain unnecessary art work; rather, they should be typewritten and reproduced in as economical a manner as possible to present the following information:

- Title page
- Transmittal letter
- Table of contents
- Executive summary, list any exceptions
- Responses to the Scope of Services

The Technical Proposal shall be typed and submitted on 8 ½” x 11” paper in a separate sealed package(s) labeled “Technical Proposal, Contract No. MTA-1376 A-C” and must bear the name and address of the Offeror, the name and number of the RFP and the closing date and time for proposals on the outside of the package. Inside the package, an unbound original, to be so labeled, and five (5) copies shall be provided. All pages in the proposal must be sequentially numbered. Limit your proposal submittal to eighty (80) pages, exclusive of the sample work submission requirement (Section III.B.6). The Technical Proposal must include the following information:

2. [A] Company Experience: Describe in detail your agency's overall advertising account experience during the past two years. Include the following information:
- Number of years experience with providing the types of services sought by the RFP.
 - Number of years in business.
 - Describe clearly the level of technical experience in providing the types of services sought by the RFP.
 - Address the MTA's high level of expectations regarding:
 - a) Product quality, topic area knowledge, innovation, thoroughness, fiscal accountability;
 - b) Need for Offeror flexibility and accessibility;
 - c) Efficiency and understanding of the limitations of taxpayer-funded programs;
 - d) Unique qualities of public agencies; and
 - e) Timely turnarounds.
 - Gross annual billing by media classification:
 - (a) Newspaper
 - (b) Business papers
 - (c) Magazines
 - (d) Radio
 - (e) Network TV
 - (f) Spot TV Transit
 - (g) Outdoors
 - (h) Direct Response
 - (i) Public Relations
 - (j) Internet
2. [B] Prior Experience: The principal Officers of the firm shall have at least five (5) years experience in full-service marketing, communications and related service work. The Offerors must have at least three (3) years experience in providing similar services outlined in Section II in the area of transportation.
- The Offerors must have experience in conducting campaigns in multiple languages (such as English and Spanish) and, as required, to comply with the Limited English Proficiency. Offerors must provide at least one example of a past or on-going campaign conducted in multiple languages.
2. [C] Minimum Billing Requirements: The Offerors must demonstrate a minimum capitalized billing of \$1,000,000.00 during the prior year, and be a current member in good standing in the American Association of Advertising Agencies.
3. Letters of Recommendation: Letters of reference from three (3) previous clients; within the last three (3) years, exclusive of the MTA, knowledgeable of the Offeror's performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference. The MTA will contact one or more of these references and, in addition, may contact other references. The results of

these reference checks will be a component of the “financial viability” and “experience and qualifications” elements of the Technical Evaluation.

4. Past State Contract Experience: As part of its offer, each Offeror shall provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last five (5) years. For each identified contract the Offeror is to provide:
 - a. The State contracting entity
 - b. A brief description of the services/goods provided
 - c. The dollar value of the contract
 - d. The term of the contract
 - e. The State employee contact person (name, title, telephone number and if possible e-mail address)
 - f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised. If the contract was terminated state the reason for the termination.

Information obtained regarding the Offeror’s level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

5. Media Advertising Buying Experience: Specify what percentage of your agency’s total media advertising buying was placed at the local/State level, the national level and the international level during the past two years. Give a separate breakdown for each year and each of the three levels.
6. Sample Work Submission (Portfolio): Please submit representative examples for three (3) campaigns (e.g. radio, T.V., print, outdoor, Internet, etc.) the Offeror has developed and coordinated.

At least one (1) example shall be specific to the transportation environment for a new transit product.

At least one (1) example shall be specific to past or ongoing campaign conducted in multiple languages, preferably Spanish.

The portfolio can include work executed in any media, but must contain a project summary sheet outlining the goals and successes of each campaign. The portfolio must also include a work summary page identifying any subcontractors used in each campaign and detailing the work completed by each one.

7. Agency Evaluation Techniques: Describe the procedures your agency uses to evaluate the quality and effectiveness of its work.
8. Account Team: Describe in detail the team your agency will assign to the MTA account. Please include the following information:

- a. Identify the Account Supervisor who will be responsible for coordinating the entire advertising and marketing effort.
- b. Identify specific individuals who will comprise the rest of the team assigned to the MTA account, and the area in which they specialize (include resumes).
- c. Specify the division of responsibility you envision among these individuals, their availability to perform tasks and provide the services required, during the contract term. Also, the percentage of their time that is allocated exclusively to the MTA account, and the identity of any other accounts on which these individuals will work.
- d. Personnel in compliance with Labor Categories provided in the RFP (Attachment 8) shall have qualifications as outlined below. For each labor category identified an allowance of four (4) year of experience may be substituted for one year of required education:

Account Supervisor: This position requires a bachelor's degree in Advertising or related field and at least seven (7) years experience in account supervision.

Account Executive: This position requires a bachelor's degree in Advertising or a related field and at least five (5) years of experience in account management.

Creative Director: This position requires a bachelor's degree in Marketing/Advertising or a related field and at least ten (10) years experience consulting with clients at the highest level.

Art Director: This position requires a bachelor's degree in Advertising, Graphic Design or a related field and at least five (5) years experience in this field.

Copywriter: This position requires a bachelor's degree in Advertising or a related field and at least seven (7) years of experience in this field.

Graphic Designer: This position requires a bachelor's degree in Graphic Design or a related field and at least five (5) years of experience in this field.

Account Coordinator: This position requires a bachelor's degree in Advertising, Marketing or a related field and at least two (2) years experience in this field.

Production Manager/Producer (Broadcast): Position requires a bachelor's degree in Advertising or a related field and at least seven (7) years experience in this field.

Website Designer: Position requires a bachelor's degree in Computer Science, Graphic Design or a related field and at least five (5) years experience in web design.

Website Content Manager: This position requires a bachelor's degree in Computer Science, Marketing or related field and at least five (5) years writing experience, and three (3) years website content management experience.

Media Director: Position requires a bachelor's degree in Advertising or a related field and at least seven (7) years experience in this role.

Media Planner/Buyer: Position requires a bachelor's degree in Advertising or related field and at least five (5) years experience in this field.

Marketing Specialist: Position requires a bachelor's degree in Marketing/Advertising and at least five (5) years experience in this field.

Market Researcher: This position requires a bachelor's degree in Marketing, Statistics or a related field and at least three (3) years of experience in this field.

Public Relations Coordinator: This position requires a bachelor's degree in Journalism, Public Relations, English or a related field and at least two (2) years of experience in this field.

9. Offeror's Thoughts on Public Transportation: Response Scenario Sample Task Order

Sample Task Description:

The following task order represents an example of the types of tasks which could be authorized under this contract. It is provided so that the Offerors may respond. The responses will be used, in part, by the MTA to evaluate the Offeror's approach and methodology for the services contemplated in this contract.

Task 1: Communications and Marketing Advertising Contract Request for Proposal Scenario - Real Time Local Bus Project

Background: In late 2014, MTA anticipates launching its Local Bus Real-Time Information System (RTIS) project based on the NextBus Arrival System. The project will allow customers to receive real-time updates via mobile SMS text-messages and/or e-mail alerts through a user portal. Customers will register via the RTIS web interface. The interface visuals can be customized by the user, allowing them to highlight the information they wish to appear on their personalized screen.

Users then create a profile which includes their e-mail and SMS alert preferences. The RTIS interface allows the customer to personalize and automate pre-requested and ad-hoc alerts for routes, events, detours, and services disruptions using real time data. A visual display of transit schedules with routes, bus stops and buses will also be available. The visual display will offer map features so a user can select a stop to get current real-time

arrivals for that location or select a bus icon and get the current status of the bus (route, direction, on-time status).

MTA is considering replacing two hundred (200) existing Local Bus stop signs in the Baltimore Central Business District with new bus stop signs that will include bus route numbers, bus stop ID number, and "Where's My Bus" text-to number. In addition, MTA requires small puck bus stop signs with the unique bus stop ID number and the "Where's My Bus" text-to number. These small pucks will be installed to accompany the existing Local Bus stop signs at the remaining 8,000 stops where a current bus stop sign is available. By using the stop ID number, customers can access real time information in a variety of ways: texting the route and bus stop ID number using their smart phone, accessing the "Where's My Bus" interface on the MTA website, or by calling an information agent at the MTA Call Center.

Scope: Offerors are asked to develop and present a realistic, comprehensive communications and marketing campaign for this Local Bus Real-Time Project that promotes the new system and new bus stop signs/pucks, informs and educates customers on the technology and how to use the new system. Note, MTA bus stops have not been replaced or modified for more than 20 years. Spec work is encouraged, but not required.

Response to the task order should be limited to twenty (20) typewritten pages.

NOTE: THE OFFEROR SHALL NOT INCLUDE ANY FINANCIAL INFORMATION SUCH AS LABOR OR OVERHEAD RATES, PROPOSED FEE, OTHER DIRECT COSTS, ETC. IN THESE RESPONSES.

10. Union and Non-Union Talent: The MTA has utilized both union and non-union talent in advertising campaigns over the past ten years. Frequently, MTA employees volunteer to be subjects in photo shoots, radio productions, and TV shoots. Is your agency willing to use both union and non-union talent in its MTA campaigns?
11. Hours of Operation: Some agencies have special office hours during the year, e.g. holidays and summer. If applicable, what are your special operating hours throughout the year? How would you propose servicing the MTA that conducts business during normal and operates its services on a 24 hours/7 days per week/365 day basis throughout the year?
12. Economic Benefit Factor: Offerors shall submit with their proposals a narrative that describes the benefits that will accrue to the Maryland economy as a direct or indirect result of your agency's performance in this contract. Proposals will be evaluated to assess the benefit to Maryland's economy, as follows:
 - a. The contract dollars (or percentage of dollars) to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Be as specific as possible. Provide a breakdown of expenditures (percentages) in this category.
 - b. The estimated number and types of jobs for Maryland residents, resulting from this contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed at both prime and subcontract levels.

- c. Tax revenues to be generated for Maryland and its political Subdivisions, as a result of this contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
 - d. Subcontract dollars committed to Maryland small businesses and Minority Business Enterprises (MBEs). Identification of these dollars should also be included under item “12a” above.
 - e. Other benefits to the Maryland economy that the Offeror believes will have a positive impact as a result of this contract. Describe the specific benefit and the value to the Maryland economy.
13. Financial Statement: The Offeror must submit financial statements covering the firm's last three (3) years of operation and audited in accordance with Generally Accepted Auditing Standards (GAAS) and presented in conformity with Generally Accepted Accounting Principles (GAAP).
14. Qualifications: This section must document and certify with specificity how your agency has met all qualifications, as specified in Section II.C. of this RFP entitled “Scope of Services”.
15. Company Profile:
- a. Briefly describe your agency, including its organization by departments and numbers of on-staff employees.
 - b. Provide a statement of your agency's billings for the past two (2) years. Indicate if applicable, any growth, that was influenced by mergers or acquisitions. List the percentage of your volume represented by clients in the following billing categories:
 - (1) Under \$100,000
 - (2) \$101,000 - \$500,000
 - (3) \$501,000 - \$1,000,000
 - (4) Over \$1,000,000 - \$2,000,000
 - (5) Over \$2,000,000
 - c. Submit an example of your agency’s standard project estimate form, media estimate, and calendar and production flowchart.
16. Required Information: The Offeror shall complete, sign and submit the following attachments with its Technical Proposal:
- a. Bid/Proposal Affidavit (Attachment 6).
 - b. Conflict of Interest Affidavit and Disclosure (Attachment 5).
 - c. Certification Regarding Lobbying (Attachment 7).
 - d. Certified DBE Utilization and Fair Solicitation Affidavit (Attachment 4).

- e. DBE Participation Schedule (Attachment 4).
- f. Living Wage Requirements (Attachment 11).
- g. DHR Hiring Agreement (Attachment 15), if applicable.
- h. Certification of Former State Employees (Attachment 17).
- i. Certification Regarding Investments in Iran (Attachment 18).
- j. Location of the Performance of Services Disclosure (Attachment 19).

- C. Oral Presentations: After the Technical Proposals have been preliminarily ranked, the MTA may decide to hear oral presentations from the Offerors classified as “*reasonably susceptible*” of being selected for contract award. An Offeror classified as “*not reasonably susceptible*” for contract award will **not** be allowed to give oral presentations.

Offerors will have a minimum of fifteen (15) days following notification, to prepare their oral presentations. The targeted dates scheduled for oral presentations will be announced later in the procurement process. During the week scheduled for oral presentations, the Offeror may submit speculative creative work.

In addition, the MTA may elect to hear on-site oral presentations at the Offeror’s location with an accompanying site walk-through. Regardless of the location, oral presentation shall not exceed a total of one hour and thirty minutes (one hour for a presentation by the Offeror and a half-hour for questions from MTA representatives).

- D. Financial Proposal:

All Offerors remaining in competition following oral presentations will have their “Financial Proposals” opened, calculated, and ranked. The Financial Proposal must contain all of the cost information, as outlined on the “Financial Proposal Form” (Attachment 8-A).

For evaluation purposes only, the Offeror must complete the “Financial Proposal Form” which includes a “model” number of hours for each Labor Category the Offeror plans to use for this contract. The Offeror must provide hourly rates based on personnel classifications as indicated on the form. The Offeror will be paid on the basis of the firm, fixed unit labor rates quoted in their Financial Proposal and the actual hours expended on a given project by individuals in the various labor categories. Hourly rates must be provided for the prime Contractor only and for the various requested labor categories. The subcontractor expenses/fees must be incorporated into those same hourly rates quoted by the prime Contractor. **A subcontractors individual labor rates are not to be included on the Financial Proposal form.** The hourly rates will then be multiplied by the estimated annual hours, as indicated on the Financial Proposal Form.

All final costs of the Offeror’s financial proposal will be calculated to obtain a total annualized base cost for the contract term. The Offeror is advised that any estimated hours shown, in the samples, are for illustrative purposes only and the MTA does not guarantee a minimum number of hours for any Contractor.

- E. Best and Final Offers:

In accordance with State regulations (COMAR 21.05.03.03 D), the MTA reserves the right to request “Best and Final Offers” (BAFO). However, Offerors are advised not to rely solely

on a request for BAFO's, as a substitute for submitting the most competitive Financial Proposal, as requested. Offerors must use the "Financial Proposal Form" to submit all requests for BAFO's, as follows:

- a. Hourly Rates: Offerors will submit hourly rates for in-house and contracted-out services for personnel in compliance with the Labor Category Descriptions provided in the RFP (Attachment 8). The rates submitted shall be firm. If a service is to be included at no charge, indicate so by including the words "no charge." Use of the numeral zero (0) or leaving a line blank is unacceptable and may cause the entire technical and financial proposal to be declared not reasonably susceptible for contract award.
- b. General Instructions: Do not alter or change any wording on the Financial Proposal. No additions, conditions or amendments to the Financial Proposal are permitted. Failure to comply with this requirement may cause the Offeror to be declared not reasonably susceptible for contract award. Financial Proposals shall be typewritten or written legibly in ink. All erasures shall be initialed in ink.

F. Basis for Award

This is a multiple award procurement. 1.) The total contract is not to exceed \$27,000,000. 2.) Dollar values for the multiple awards – The MTA plans to issue multiple awards not to exceed the following contract values – (Contract A in the amount not to exceed \$12,000,000, Contract B in the amount not to exceed \$10,000,000 and Contract C in the amount not to exceed \$5,000,000).

Upon completion of the Technical Proposal and Financial Proposal evaluations and ranking, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of Contract "A", Contract "B" and Contract "C" to the responsible Offerors that submitted the top 3 overall ranked Proposals determined to be the most advantageous to the State. In making this determination, technical factors will receive equal weight with financial factors.

G. Subsequent Task Order Responsibilities

1. The Contractor(s) shall respond to tasks with the following information:
 - a) Task elements and associated costs (i.e., media, agency hours, design, and supply costs, etc.) for work scope.
 - b) A plan showing the methodology that the Contractor(s) proposes for approaching the task and managing the project through to completion as well as associated problems/issues, additional information needed, innovative approaches proposed and any other issues the Contractor(s) believes to be important.
 - c) Task schedule for completion of each element of the scope and the entire task.

- d) Tasks on this Contract may involve on-site staff support. This could apply to any of the labor categories outlined in the Financial Proposal Form (Attachment 8).

H. Emergency Task Services

Contractors agree to provide a quick turnaround job quotation for each required project and meet deadlines as required by MTA. The Emergency Task Services will be rotated among the three (3) selected Contractors. If a Contractor cannot provide the required services, the work shall go to the next Contractor in the rotation. Contractors must be available during normal MTA business hours (8:00am-4:30pm, Monday through Friday) as well as off-hours. Contractors shall provide delivery to MTA's Communications/Marketing department or, if needed, to various MTA operating divisions/locations.

END OF SECTION III

SECTION IV – PROPOSAL EVALUATIONS

A. Roles/Selection Process/Evaluation Criteria

1. Procurement Officer's Role - COMAR, Title 21, requires that the Procurement Officer determine, before awarding a contract to an Offeror, whether the Offeror is responsible. COMAR defines a "responsible" Offeror as "one who has the capability, in all respects to perform fully the contract requirements, and the integrity and reliability which shall assure good faith performance". The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a "responsible" Offeror. In addition, the unreasonable failure of an Offeror to supply information promptly, to the Procurement Officer, in connection with the determination of responsibility shall be grounds for a determination that the Offeror is "not responsible".

The Procurement Officer reserves the right to determine which Offerors have met the minimum basic requirements of this RFP. The Procurement Officer will determine whether any deviation from the requirements of this RFP is substantial in nature, and the Procurement Officer may reject non-conforming proposals. In addition, the Procurement Officer may reject in whole any and all proposals, waive minor irregularities and negotiate with all responsible Offerors in any matter deemed necessary to serve the "best interests" of the State.

If the Procurement Officer determines that further discussions and negotiations are in the best interest of the State, the Procurement Officer will notify the Offerors, in writing, of the date time and location for this meeting. Upon completion of all discussions and upon receipt of best and final offers, if requested, the Evaluation Committee will recommend to the Procurement Officer the award of a contract to the Offeror(s) whose proposals are determined to be the most advantageous offers to the State, considering the technical and financial factors, as outlined in the RFP.

2. Evaluation Committee's Role – The Evaluation Committee shall be comprised of individuals deemed qualified to evaluate and rank comprehensive advertising, marketing, or public relations programs or campaigns.

The Evaluation Committee will independently review and evaluate all technical proposals, in accordance with the requirements of the RFP, to determine a preliminary technical ranking and list of the Offeror's deemed "reasonably susceptible" of contract award.

B. Selection Process

This is a multiple award procurement. 1.) The total contract is not to exceed \$27,000,000. 2.) Dollar values for the multiple awards – The MTA plans to issue multiple awards not to exceed the following contract values – (Contract A in the amount not to exceed \$12,000,000, Contract B in the amount not to exceed \$10,000,000 and Contract C in the amount not to exceed \$5,000,000).

Upon completion of the Technical Proposal and Financial Proposal evaluations and ranking, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of Contract “A”, Contract “B” and Contract “C” to the responsible Offerors that submitted the top 3 ranked Proposals determined to be the most advantageous to the State. In making this determination, technical factors will receive equal weight with financial factors.

1. Award will be made to the Proposers who are responsible, and whose proposal is determined to be of greatest value to the MTA, complexity of work, certain quantities of work, expertise in the job categories as defined in the RFP will serve as the basis for the multiple award contracts. Other factors shall include all those evaluation factors, which are described below. It is the Proposer's responsibility to provide information and evidence that clearly demonstrates its ability to satisfactorily respond to the evaluation factors. The MTA may verify any information provided in the proposals by contacting references submitted by the Proposers and may use information in its files or from other agencies.
2. The MTA reserves the right to determine which proposals demonstrate the required competence for performing the requirements described herein and offers the greatest value to the MTA. Proposers are advised that the MTA intends to award three (3) contracts on the basis of initial proposals (written proposals and oral presentations) without conducting discussions with the Proposers (other than communications conducted for the purpose of clarification). However, the MTA reserves the right to conduct discussions if the Procurement Officer determines it is necessary. Therefore, the initial proposal should contain the Proposers best technical and price terms.
3. Each Proposer is advised that a proposal containing unrealistic technical or schedule assertions or an unrealistically low price will be deemed indicative of a lack of technical understanding or a failure to comprehend the complexity and risks of the contract requirements and consequently may make the proposal unacceptable.
4. Evaluation Factors
 1. The factors and subfactors used in evaluating the proposal are set forth below in listed here in descending order of importance. Adjacent factors and/or subfactors may be of equal importance:
 - A. Corporate Experience in Communications and Marketing Strategies
 1. Technical experience demonstrated in providing marketing outreach as indicated in the Statement of Work
 2. Experience working with public agencies
 3. Strength and stability of firm and subcontractors
 4. Demonstrates sufficient breadth and depth of experience
 5. Demonstrated results on past projects

6. Demonstrates capable, effective and efficient past performance
7. Performed effectively in DBE participation with prior contracts
8. Committed to customer satisfaction

B. Technical Approach

1. Understanding of Work
2. Performance Expectations
3. Appropriateness of Approach
4. Innovative Solutions and Proven Effectiveness
5. Measurement techniques (how to quantify results)

C. Management Approach

1. Demonstrated understanding of the requirements of the Statement of Work
2. Management Philosophy
3. Corporate Resources
 - Resumes including:
 - Similar projects worked on and year performed
 - Education
 - Availability for this Project
4. Master Integrated Marketing Programs

2. Rating of each sub-factor and the total for each factor except for price will be based upon:

Exceptional	Exceeds specified performance or capability in a beneficial way to the Administration has high probability of satisfying the requirement; has no significant weakness. Innovative and comprehensive solution to the project and performance requirements. Exceeds all performance requirements.
Very Good	Exceeds most specified performance or capability in a beneficial way to the Administration, has a very good probability of satisfying the requirement; has no or only a few weakness that can be easily corrected. Some innovative solutions proposed to the project and performance requirements. Exceeds some and/or complies with all performance requirements.
Acceptable	Meets evaluation standards; has good probability of satisfying the requirement; any weakness can be readily corrected. Complies with many of the performance requirements.
Marginal	Fails to meet evaluation standards; how low probability of satisfying the requirement; has significant deficiencies are correctable. Lacks essential information to support proposal. Complies with only a few of the performance requirements.

Unacceptable	Fails to meet a minimum requirement; deficiency requires a major revision to the proposal to correct it. Demonstrates a lack of understanding of the requirements or omits major areas. Complies with one or no performance requirements for the procurement.
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END OF SECTION IV

ATTACHMENT 1

SAMPLE CONTRACT

CONTRACT NO.: MTA-1376 A-C

BETWEEN

MARYLAND TRANSIT ADMINISTRATION

AND

CONTRACT INTRODUCTION

THIS CONTRACT, made this _____ day of _____, 20__, by and between MARYLAND TRANSIT ADMINISTRATION, a Unit of the State of Maryland Department of Transportation, hereinafter referred to as "MTA", and _____, hereinafter referred to as "Consultant" or "Contractor".

WITNESSETH

WHEREAS, the MTA is responsible for providing efficient mass transit services to the citizens of the National Capitol Region (Northern Virginia, Washington D.C. and Maryland) inclusive of Metropolitan Baltimore; and,

WHEREAS, the MTA requires the assistance of a Consultant to provide support to MTA staff in rural and small urban transportation planning; and,

WHEREAS, the Consultant has agreed to provide assistance to the MTA in accordance with the terms and conditions herein stated.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

ARTICLE 1 -GENERAL

1.1 Definitions

The following Definitions of Terms apply to this Contract

1.1.1. "BPW" means the Maryland Board of Public Works.

1.1.2. "Department" means the Maryland Department of Transportation.

1.1.3. "Fiscal Year" means the period beginning July 1 and ending June 30.

- 1.1.4. "FTA" means Federal Transit Administration of the United States Department of Transportation.
- 1.1.5. "MDOT" means the Maryland Department of Transportation.
- 1.1.6. "MTA" means the Maryland Transit Administration.
- 1.1.7. "Procurement Officer" means any person authorized by a procurement agency in accordance with law or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.
- 1.1.8. "Project" means the services specified in Article II.
- 1.1.9. "Services" means all of the work required to be performed, directly or through others, by the Consultant under Section Article II of this Contract.

ARTICLE 2 -WORK TO BE PERFORMED BY CONTRACTOR

2.1 Scope of Work

The Contractor shall provide all supervision, labor, equipment, materials and supplies necessary to perform for the Administration all services necessary to support _____ Services as required by the RFP and other Contract Documents ("the Project"). The Contractor shall comply with all of the terms, conditions, and provision of the Contract Documents.

2.2 Contract Documents

The Contract Documents shall consist of this Contract and the documents listed below, all of which are attached hereto and expressly incorporated and made a part of this Agreement:

- A. The Maryland Department of Transportation General Conditions for Services, dated _____;
- B. The Maryland Transit Administration Request for Proposal (RFP), dated _____;
- C. The Contractor's Bid/Proposal Affidavit, dated _____;
- D. The Contractor's Technical and Financial Proposal, dated _____; and
- E. The Contractor's Contract Affidavit, dated _____;

The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or

the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract.

ARTICLE 3 – SUBCONSULTANT(S)

- 3.1 The Consultant shall not subcontract any of the Services, including subcontracts of any tier, without the prior written approval of the MTA. All subconsultant services shall be based upon a written agreement between the Consultant and Subconsultant incorporating the provisions of this contract except where expressly waived by the Procurement Officer.
- 3.2 The Consultant shall comply with all applicable laws, regulations, and procedures of the MTA, and MDOT, in the procurement of all subcontractors, and the approval of a subcontract by the MTA shall not operate as a waiver of this requirement or an acknowledgement that it has been satisfied.
- 3.3 With respect to the performance of work by subconsultants working for the Consultant, the Consultant shall use its recognized professional judgment, care, and prudence in accepting such work.
- 3.4 The MTA Representative, at his sole discretion, may require the Consultant to replace an employee of the Consultant/Subconsultant for sufficient cause. Such cause may include, but is not necessarily limited to: deficient performance, lack of responsiveness, illegal or immoral acts, negligence, incompetence or inefficiency. Should a replacement be requested, the Consultant shall submit the information specified for the proposed replacement to the MTA Representative for approval. The MTA Representative shall have the right to interview the proposed replacement before rendering a decision.

ARTICLE 4 -COMPENSATION AND METHOD OF PAYMENT

- 4.1 The compensation under this Contract shall be accordance with the Contractor's Bid Price, Labor Rates Offers. Compensation shall be payable for actual hours worked by the Contractor's personnel in the performance of the Services specified in Section II - Scope of Services in the RFP.

The consideration under this Contract shall not exceed \$_____.

- 4.2 The Consultant shall submit an invoice in a form approved by the MTA for the amounts incurred in the previous month for the completion of each task assigned.

- 4.2.1 Invoices shall be submitted by the fifteenth day of the following month.
 - 4.2.2 The invoice must a detailed accounting of hours for personnel working on tasks under this contract.
 - 4.2.3 Each invoice shall contain the Consultant's Federal Employer Identification Number or Social Security Number which is _____ (whichever is appropriate)
 - 4.2.4 The MTA shall consider that the Consultant has approved as correct each invoice for this contract submitted in the name of the Consultant.
 - 4.2.5 The Contractor may invoice only for hours actually worked.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

ARTICLE 5 -TERM

5.1 Initial Term

The initial term of this contract shall be five (5) years from the Notice to Proceed.

ARTICLE 6 -INDEPENDENT CONTRACTOR

The Contractor is not an employee of the Administration but is an independent contractor as that term is normally defined. The Contractor shall be responsible for providing all equipment and related services necessary for performance of all obligations under the Contract and for withholding any taxes and Social Security payments due in relation to the Contract. The Contractor is not an agent of the Administration or the State of Maryland, and cannot commit the MTA or the State to any expenditure of funds, or enter into any contractual obligation on behalf of the MTA or the State.

ARTICLE 7 -DISPUTES

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and CO MAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute or regulation, the

Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

ARTICLE 8 -MARYLAND LAW

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

ARTICLE 9 -NONDISCRIMINATION IN EMPLOYMENT

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

ARTICLE 10 -CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

ARTICLE 11 -NON-AVAILABILITY OF FUNDING

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as

it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

ARTICLE 12 -TERMINATION FOR CAUSE

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

ARTICLE 13 -TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

ARTICLE 14 -DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

ARTICLE 15 -SUSPENSION OF WORK

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

ARTICLE 16 -PRE-EXISTING REGULATIONS

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

ARTICLE 17 -CONTRACTOR'S LIABILITY

The Contractor shall be held wholly accountable for all currency that is lost, stolen or missing as a result of its employee action. As a result of lost, stolen or missing funds the Contractor's monthly invoices will be debited.

ARTICLE 18 -EXCLUSIVE AGREEMENT

This Agreement is the exclusive statement of the agreement of the parties with respect to the subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written and oral, relating to its subject matter. Except as otherwise provided in this agreement, any changes, alterations and modifications in the services of this Agreement may only be made by an agreement in writing executed by both parties and approved by the MTA, and the Maryland Board of Public Works, as applicable.

ARTICLE 19 – HIRING AGREEMENT

The Consultant agrees to execute with the Maryland Department of Human Resources (DHR), and to comply with, a Hiring Agreement. The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the contractor of qualified entry level Maryland Temporary Cash Assistance customers to fill entry level job openings resulting from this procurement, in accordance with §13-224, State Finance and Procurement Article.

ARTICLE 20 -INDEMINFICATION AND INSURANCE

20.1 Indemnification

- 20.1.1 The Contractor shall protect, defend, indemnify and hold harmless, and shall require in its agreements with contractors and subcontractors that they shall protect, indemnify, defend and hold harmless, the MTA, its officers, agents, employees, successors and assigns, against and with respect to any and all liabilities arising out of or in any way connected with the exercise or

performance by Contractor (or its agents, officers, employees, successors or assigns or subcontractors) of any of its rights or obligations hereunder.

20.1.2 As used herein, "Liabilities" shall include any and all losses, claims, damages, suits, liabilities or costs whatsoever (including without limitation reasonable attorney's fees and cost of suit), which arise out of:

- A. Injury to any person (including without limitation loss of limb or death);
- B. Damage to or destruction of any property of any person whatsoever;
- C. Interruption of rail or transit services including without limitation loss of revenue income;
- D. Damage to or destruction of the environment, including without limitation land, air, water, wildlife or vegetation (including, but not limited to costs and expenses incident to monitoring, remedial actions, proceedings or investigations or the defense of any claim);
- E. Or occasioned by, any breach or default by Contractor (or its officers, employees, agents, licensees, invitees, or subcontractors) in performing any of its obligations hereunder or under any applicable law.

20.1.3 The foregoing obligations shall survive termination of this Agreement with respect to the liabilities arising during its term.

20.2 Insurance

20.2.1.1 Types and Values

The Contractor shall obtain, pay for, and maintain the following insurance program throughout the term of this contract, including any renewal periods:

- 1. Comprehensive General Liability Insurance
 - A. Bodily Injury: \$5,000,000 combined single limit
 - B. Property Damage: \$500,000 per occurrence or claim made
- 2. Comprehensive Automobile Liability Insurance
 - A. Bodily Injury: \$5,000,000 combined single limit
 - B. Property Damage: \$500,000 per occurrence or claim made
- 3. Workmen's Compensation

Insurance shall be sufficient to cover claims payable under statutory requirements for Worker's Compensation

4. Employer's Liability Insurance (Coverage B): \$5,000,000 limit
5. Professional Liability Insurance
 - A. Bodily Injury: \$5,000,000 combined single limit
 - B. Property Damage: \$500,000 per occurrence or claim made
6. Excess/Umbrella Liability Insurance
 - A. Bodily Injury: \$5,000,000 combined single limit
 - B. Property Damage: \$500,000 per occurrence or claim made

20.2.2 Insurance Company Qualifications

The insurance required in this Article of this contract must be issued by companies that are:

1. Acceptable to the MTA
2. Licensed to do business in the State of Maryland.

20.2.3 Policy Requirements

The Contractor shall deliver to the MTA representative upon the Contractor's execution of this contract accurate and true Certificates of Insurance that show that:

1. The Contractor has procured coverage stated in this Article of this contract.
2. The MTA has been named as an additional insured
3. The policies will not be canceled, terminated or modified without 60 days prior written notice to the Administration. Certificates of Insurance are acceptable in lieu of true copies of the policies if the policy writer notes on the Certificate, or through attachment to the Certificate, all policy exclusions.

ARTICLE 21 - COMMUNICATIONS & REPORTING REQUIREMENTS

21.1 COMMUNICATIONS

21.1.1 All notices to the Contractor which are required by this contract are to be delivered to :_____

21.1.2 Unless otherwise required by this contract, all notices and reports to the MTA which are required by this contract are to be delivered to: _____

21.2 DELIVERY REQUIREMENTS

Unless the Contractor and the MTA otherwise agree on a case by case basis, all documents required by this contract shall be sent by certified mail, postage prepaid by the sender.

21.3 RIGHTS TO RECORDS

The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specification, estimates, test, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this contract shall be the sole property of the agency and shall be available to the Agency at any time. The Agency shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

Nothing in Section 21.3 shall abrogate or transfer any intellectual property rights of the Contractor in its proprietary information related to its methodologies, methods of analysis, ideas, know-how, methods, techniques and skills possessed prior to this Contract.

The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the Agency, the Contractor hereby relinquishes, transfers and assigns to the State all of its rights, title and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

The Contractor shall report to the Agency, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Agency shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

ARTICLE 22 – COMMERCIAL NON-DISCRIMINATION

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. The contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by Maryland Transit Administration, in all sub-contracts.
- C. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the

State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

ARTICLE 23

EXECUTION

It is agreed and understood by all parties hereto that the execution of this Contract and its effectiveness is contingent upon approval by the Secretary of MDOT, the Secretary of the Department of Budget and Management and the BPW, as applicable. This Contract shall be considered to bind the parties in accordance with the Constitution and laws of the State of Maryland, and Maryland Law shall apply with respect to any questions or disputes as to the validity or interpretation of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate.

WITNESS:

MARYLAND TRANSIT ADMINISTRATION

BY: _____

BY: _____

TITLE: _____

DATE: _____

WITNESS:

_____(COMPANY NAME)_____

BY: _____

BY: _____

TITLE: _____

CONSULTANT F.E.I.N.

DATE: _____

Approved as to Form and Legal
Sufficiency:

Assistant Attorney General

DATE: _____

BOARD OF PUBLIC WORKS

Date of Approval _____

Item No. _____

ATTACHMENT 2

GENERAL CONDITIONS FOR SERVICE CONTRACTS

ATTACHMENT 2

**Maryland Department of
Transportation**

**GENERAL
CONDITIONS
FOR
SERVICE
CONTRACTS**

Revised August 10, 2004

August 10, 2004

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)

GENERAL CONDITIONS FOR SERVICE CONTRACTS

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MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)

GENERAL CONDITIONS FOR SERVICE CONTRACTS

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MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)

GENERAL CONDITIONS FOR SERVICE CONTRACTS

1. **DEFINITIONS**

Wherever in these General Conditions or in other contract documents the following terms or abbreviations are used, the meaning shall be as follows:

A. **Organizational Structure**

The Maryland Department of Transportation (MDOT) is composed of the following Administrations:

- (1) The Secretary's Office (TSO)
- (2) Maryland Aviation Administration (MAA)
- (3) Maryland Port Administration (MPA)
- (4) Maryland Transportation Authority (MdTA)
- (5) Maryland Transit Administration (MTA)
- (6) Motor Vehicle Administration (MVA)
- (7) State Highway Administration (SHA)

B. **Organizational Definitions**

Administration – The word “Administration” shall mean any one of the Administrations within the MDOT as listed in Section A above.

Department – The word “Department” shall mean the Maryland Department of Transportation.

Executive Director – The Chief Executive Officer of an Administration or Jurisdiction.

Procurement Officer – Any person authorized by the MDOT in accordance with law or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes and authorized representative acting within the limits of authority.

Secretary - The Chief Executive Officer of the MDOT.

C. **General Definitions**

Agreement - Contract

Award - The decision by a Jurisdiction to execute a purchase agreement or contract after all necessary approvals have been obtained.

Bid - A statement of price, terms of sale, and description of the supplies, services, or construction offered by a vendor to the State (see "Proposal").

Bidder - A person formally submitting a bid for the work contemplated, acting directly as the, or through the, duly authorized representative-same as Offeror.

Bid Security - See Proposal Guaranty.

Board - The Board of Public Works (BPW) of the State of Maryland.

Business - A corporation, partnership, individual, sole proprietorship, joint venture, or any other legal entity through which business or commercial activity is conducted.

Calendar Day - Every day shown on the calendar; Saturdays, Sundays, and Holidays included.

Change Order - A written order signed by the responsible procurement officer, directing a contractor to make changes which the modification clause of a contract authorizes the procurement officer to order, with or without the consent of the contractor.

COMAR Title 21 - Code of Maryland State Procurement Regulations.

Contract - Any agreement entered into by a procurement agency for the acquisition of supplies, services, construction, construction related services, or any other item and includes:

- (1) Awards and Notices of award;
- (2) Contracts of a fixed-price, cost-reimbursement, cost-plus-a-fixed-fee, fixed-price incentive, or cost-plus incentive fee type;
- (3) Contracts providing for the issuance of job or task orders;
- (4) Leases;
- (5) Letter contracts;
- (6) Purchase Orders;
- (7) Supplemental agreements with respect to any of these;
- (8) Orders; and
- (9) Grants.

Contract does not include:

- (1) Collective bargaining agreements with employee organizations;
- (2) An employee with an employment contract; or

- (3) Medical, Medicare, Judicare, or similar reimbursement contracts for which user eligibility and cost are set by law regulation.

Contract Affidavit - A completed Contract Affidavit must be submitted by the successful bidder/offeror prior to issuance of the Notice to Proceed and the Contract.

Contract Documents - The written agreement executed between the MDOT and the successful offeror, covering the performance of the work and furnishing of labor, equipment and materials, by which the Contractor is bound to perform the work and furnish the labor, equipment, services, and materials, and by which the MDOT is obligated to compensate the Contractor at the mutually established and accepted rate or price.

The contract shall include the Invitation for Bids, Notice to Contractors, Instructions to Bidders, Request for Proposal, Contract Forms and Bonds, MDOT General Conditions, Specifications, Supplemental Specifications, all Special Provisions, all Technical Provisions, all Plans and Notices to Proceed, also any written Modifications, Change Orders and Supplemental Agreements that are required to complete the scope of the work or services in an acceptable manner, including authorized extensions thereof.

Contract Modification - Any written alteration or change in the specifications, delivery point, date of delivery, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with a contract provision, or by mutual action of the parties to the contract. It includes without limitation Change Orders, extra Work Orders, Supplemental Agreements, Contract Amendments, or Reinstatements, or any changes made to a contract as a consequence of partial termination or settlements.

Contractor - Any person having a contract with the MDOT. Contractor does not include employees with labor contracts (collective bargaining agreements) or an employee with an employment contract.

Cost-Reimbursement Contract - A contract under which the MDOT reimburses the Contractor for those contract costs, within as stated ceiling, and a fee, if any, which are recognized as allowable and allocable under the cost and price principle regulations.

Day - Calendar day unless otherwise designated.

Notice to Proceed - A written notice to the contractor of the date on or before which the contractor shall begin the work or service to be performed under the contract.

Procurement - Includes all functions that pertain to the obtaining of any public procurement, including description of requirements, solicitation of sources, selection, preparation and award of contract, all phases of Contract Administration.

Proposal - The response by an offeror to a solicitation by the MDOT to obtain goods or services. The response may include, but is not limited to, an offeror's price and terms for the proposed contract, a description of technical expertise, work experience and

other information as requested in the solicitation. As used herein the words "Proposal," "Offer," or "Bid," have the same meaning.

Proposal Guaranty - Acceptable security for bid, performance, and payment bonds, as stated in COMAR 21.06.07.01B, designated in the Proposal, to be furnished by the Offeror as a guaranty of good faith to enter into a contract with the MDOT.

Services - The rendering of time, effort or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. It includes, but is not limited to, the professional, personal and/or contractual services provided by architects, engineers, attorneys, accountants, physicians, consultants, appraisers, land surveyors, and where the service is associated with the provision of expertise or labor, or both.

"Services" does not include services included within the definitions of maintenance, construction-related services, architectural services, engineering services, or energy performance contract services.

Solicitation - Invitation for bids, request for quotations, request for proposals, or any other method or instrument used to provide public notice and advertisement of the MDOT's intent to procure supplies, services, and construction.

Specification - A written description of functional performance or salient characteristics. It may include a statement of any of the user's requirements and may provide for inspection, testing, or preparation of a sample or prototype before procurement.

State - The State of Maryland acting through its authorized representative.

Subcontractor - Any person undertaking the providing of a part of the scope of work or service under the terms of the contract, by virtue of an agreement with the contractor, who, prior to such undertaking, receives the approval of the MDOT and, if applicable, the Surety.

Scope of Work or Services - shall mean the furnishings of all labor, materials, equipment, and other deliverables necessary to the successful completion of the contract and the carrying out of all the duties and obligations imposed by the contract.

2. **PREPARATION OF PROPOSAL/BID**

A. Bidder submission shall be on the forms furnished or in the format provided by the MDOT, carefully following preparation instructions. A completed Bid/Proposal Affidavit is an essential part of the proposal submission.

B. Offerors should give specific attention to the identification of those portions of MTA-1376 A-C

of the Proposal which they deem to be confidential, proprietary information or trade secrets. Offeror should provide any justification of why such materials, upon request, should not be disclosed by the MDOT under the Maryland Public Information Act, Section **10-611 et seq.** of the State Government Article of the Annotated Code of Maryland. The MDOT makes the final determination of whether a document must be disclosed.

3. **SMALL BUSINESS PROCUREMENT**

If the solicitation for bid or proposal indicates that a procurement has been designated for a small business preference, the provisions of COMAR Title **21.11.01.02** pertaining to small business preferences shall apply and are incorporated herein by reference.

4. **SANCTIONS UPON IMPROPER ACTS**

- A. In the event the Contractor or any of its officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work or service to be done or payment to be made under this contract, the contract may, in the discretion of the MDOT, be terminated.
- B. Section **16-203** of State Finance and Procurement Article of the Annotated Code, and COMAR **21.08.01**, which relate to contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe are incorporated into this contract by reference.
- C. Section **11-205** of State Finance and Procurement Article and COMAR **21.08.03** relating to collusion for purposes of defrauding of the State are incorporated into this contract by reference.
- D. Subtitle **08** of Title **21** of COMAR, "Disqualification, Suspension, Debarment, Reinstatement, and Sanctions" is incorporated into this contract by reference.

5. **COMPLIANCE WITH LAWS**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract;

- C. It shall comply with all Federal, State, and local laws, regulations and ordinances applicable to its activities and obligations under this contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and Government approvals, if any, necessary to the performance of its obligations under this contract.

6. **NON-DISCRIMINATION IN EMPLOYMENT**

A. Compliance with State Law and regulations

- (1). State Law: The Contractor agrees:
 - (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or the physical or mental disability of a qualified individual with a disability;
 - (b) to include a provision similar to that contained in subsection (a) above, and in any subcontract except a subcontract for standard commercial supplies or raw materials; and
 - (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substances of this clause.
- (2). Sanctions for Non-compliance: In the event of the Contractor's non-compliance with the non-discrimination provisions of this Agreement, the Department shall impose such sanctions as it may determine to be appropriate, including but not limited to:
 - (a) withholding of payment to the Contractor under the Agreement until the Contractor complies, and/or
 - (b) cancellation, termination or suspension of the Agreement in whole or in part.

B. Compliance with Federal Law

Contractors providing materials, equipment, supplies, or services to the State under this contract herewith assure the State that they are conforming to the provision of the Civil Rights Act of 1964, and Section **202** of Executive Order **11246** of the President of the United States of America as amended December 1, 1996.

The Contractor shall comply with all applicable Federal law pertaining to non-MTA-1376 A-C

discrimination in employment.

7. **DISSEMINATION OF INFORMATION**

During the term of this contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the MDOT.

8. **NON-HIRING OF EMPLOYEES**

No employees of the State of Maryland, or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland, or any unit thereof.

9. **CONTINGENT FEE PROHIBITION (Revised 10/94)**

- A. The contractor, architect, or engineer warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor, architect, or engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this Agreement.
- B. For breach or violation of this warranty the MDOT shall have the right to terminate this Agreement without liability, or, at MDOT's discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10. **CONFLICT OF INTEREST LAW:**

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advise, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister, has any financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has an arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Sections 15-501 through 15-509 of the State Government Article of the Annotated Code of Maryland.

11. **FINANCIAL DISCLOSURE**

The Contractor shall comply with the provisions of Section **13-221** of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into this contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

12. **POLITICAL CONTRIBUTION DISCLOSURE**

The Contractor shall comply with Election Law Article, §§14-101 - 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

13. **PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions of the contract, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the MDOT, procurement officer or other authorized representatives, either personally or as officials of the State, it is being understood that in all such matters the above act solely as agents and representatives of the State.

14. **COST AND PRICE CERTIFICATION**

- A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
- (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
 - (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.

- B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increase occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

15. **CONTRACT ADMINISTRATION**

This contract will be administered on behalf of the MDOT by the procurement officer and/or by the responsible contract administrator(s).

16. **AUTHORITY OF THE PROCUREMENT OFFICER**

- A. The procurement officer and/or responsible contract administrator(s) shall decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all plans and/or specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
- B. The procurement officer and/or responsible contract administrator(s) shall determine the amount of work performed to be paid for under the Contract.
- C. The procurement officer shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.
- D. The procurement officer and/or responsible contract administrator(s) may authorize progress payments for work satisfactorily completed, subject to such retainage that the procurement officer deems appropriate.

17. **CORPORATE REGISTRATION AND TAX PAYMENT CERTIFICATION**

Corporations are required to execute a Certification of Corporation Registration and Tax Payment.

18. **INVITATION OF WORK**

The Contractor shall not commence performance of the services until it receives from the MDOT a formal, written Notice to Proceed.

19. **NOTICE TO PROCEED AND PROSECUTION OF WORK**

- A. After the contract has been executed, the MDOT will issue to the Contractor a Notice to Proceed and this notice will stipulate the date on or before which the Contractor is expected to begin work. Any preliminary work, started before

receipt of the Notice to Proceed, shall be at the risk of the Contractor.

- B. The Contractor shall begin work promptly within the time specified by the procurement officer. After the work has once been started, it shall be prosecuted diligently until the entire Contract is complete.

20. **DISCREPANCIES IN CONTRACT DOCUMENTS**

In the event the Contractor discovers any discrepancies in the Contract documents, he shall immediately notify the Procurement Officer. The procurement Officer will then make such corrections and interpretations as may be deemed necessary in the best interests of MDOT and for fulfilling the intent of the Contract.

21. **CONTRACTOR INSURANCE**

Prior to the start of work on any contract, the Contractor shall submit to the procurement officer certificate(s) of insurance indicating that he carries insurance against the risks and in the amounts specified elsewhere in the Contract.

22. **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

- A. It is expressly understood that the Contractor shall indemnify and save harmless the MDOT, the Administration and its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, arising out of or resulting from errors, omissions, negligent acts, negligent performance or nonperformance of the services of the Contractor or those of his subcontractors, agents, or employees under this Contract, or arising from or based on the violation of applicable Federal, State or local law, ordinance, regulation, order, or decree, whether by himself or his employees or subcontractors.
- B. Further, the Contractor shall pay any claims for personal injury, bodily injury or property damage which the Contractor is legally obligated to pay and shall indemnify the State against such claims. The Contractor shall undertake to defend any third party claim seeking those damages.

23. **MINORITY BUSINESS ENTERPRISE/AFFIRMATIVE ACTION/CONTRACT COMPLIANCE**

- A. This Contract is subject to Executive Order **01.01.1995.19**, July 17, 1995 (Code of Fair Practices). This Contract is subject to the applicable provisions of the State Finance and Procurement Article - **Title 14, Subtitle 3; COMAR Title 21.11.03** - Minority Business Enterprise Policies; and **COMAR Title 21.11.04** - Contractor's Affirmative Action Plan Review/Approval and Compliance Monitoring Process - DOT; and the provisions of **COMAR 11.01.10** which incorporates by reference

the Minority Business Enterprise Program. Copies of the Minority Business Enterprise Program may be requested from the Maryland Department of

Transportation, Office of Minority Business Enterprise/ Equal Opportunity, P.O. Box 8755, BWI Airport, Maryland 21240. This Contract is also subject to pertaining to Minority Business Enterprise and Affirmative Action.

- B. To the extent of any of the above laws or regulations are applicable to this Contract, they are specifically incorporated herein.

24. **COOPERATION BY CONTRACTOR**

The Contractor shall give the work and/or services the constant attention necessary to facilitate the progress thereof, and shall cooperate with the procurement officer and/or contract administrator(s) in every way possible.

25. **COOPERATION BETWEEN CONTRACTORS**

The Contractor agrees in the event of dispute as to cooperation between contractors, the procurement officer and/or contract administrator(s) will act as referee and decisions made by the procurement officer and/or contract administrator(s) will be binding. The Contractor agrees to make no claims against the MDOT for any inconvenience, delay or loss experienced because of the presence and operations of other contractors.

26. **ASSIGNMENT**

The Contractor shall not assign the whole or any part of this Contract, or any monies due or to become due under this Contract without the prior written consent of the MDOT. In case the Contractor assigns all or any part of the monies due or to become due under this contract, the instrument of assignment shall contain a clause providing that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract. The MDOT is not responsible for Contractor assignments.

27. **CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES**

The MDOT shall have the unilateral right, at its discretion, to change, alter or modify in writing the services provided for in this Agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof.

28. **APPROVAL AUTHORITY**

This Contract and any change order or amendment thereto, is subject to the approval requirements established by the Secretary of Transportation or his designee and the Board of Public Works of Maryland. The Contract shall be considered to bind the parties hereto in accordance with the Constitution and Laws of the State of Maryland.

29. **OWNERSHIP OF DOCUMENTS**

The Contractor agrees that all data and material including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, dies, prints, diskettes and computations prepared by or for him under the terms of this Agreement shall at any time during the performance of the services be made available to the MDOT upon request and shall become and remain the property of the MDOT upon termination or completion of the services. The MDOT shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided in the Contract.

30. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the Contract for each succeeding fiscal period beyond the first.

31. **CONTRACTOR'S INVOICES**

Contractor agrees to include on the face of all invoices billed to the State, his Federal Tax Identification or Social Security Number.

32. **OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**

All materials, supplies, equipment or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland OSHA standards.

33. **DISPUTES**

This Contract shall be subject to the provisions of State Finance and Procurement Article Title **15**, Subtitle **2** - Dispute Resolution of the Annotated Code of Maryland and COMAR **21.10** - Administrative and Civil Remedies. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

34. **REMEDIES AND TERMINATION**

A. **Termination for default**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the MDOT may terminate the Contract by written notice to the Contractor. The notice shall specify the acts of omission relied on as a cause for termination. All finished or unfinished supplies and services provided by the Contractor shall, at the MDOT's option, become the MDOT's property. The MDOT shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the MDOT can affirmatively collect damages. Termination, including determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR, Title **21.07.01.11.B**.

B. **Termination for Convenience of the State**

The performance of work under this Contract may be terminated by the MDOT in accordance with this clause in whole, or from time to time in part, whenever the MDOT shall determine that such termination is in the best interest of the State. The MDOT will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination, including the determination of the rights and obligations of the parties shall be governed by the provisions of COMAR, Title **21.07.01.12.A(2)**.

C. **Obligations of Contractor Upon Termination**

Upon notice of termination as provided in paragraph A. and B. above, the Contractor shall:

- (1) Take immediate action to discontinue its work and demobilize its work force in an orderly manner so as to minimize the incurrence of costs.

- (2) Take such action as may be necessary to protect the property of the State of Maryland, place no further orders or subcontracts, assign to the MDOT in the manner and to the extent directed by the MDOT all of the rights, title and, if ordered by the MDOT, possession and interest of Contractor under the orders or subcontracts terminated.
- (3) Transfer title to the MDOT of all materials, equipment, data, drawings, specifications, reports, estimates and such other information accumulated by the Contractor in performing this Contract, for the cost of which the Contractor has been or will be reimbursed under this Contract.

D. **Remedies Not Exclusive**

The rights and remedies contained in this General Conditions are in addition to any other right or remedy provided by law, and the exercise thereof is not a waiver of any other right or remedy provided by law.

35. **DELAYS AND EXTENSIONS OF TIME**

- A. The Contractor agrees to prosecute the scope of work or services continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any clause whatsoever during the progress of any portion of the work specified in this Contract.
- B. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

36. **GENERAL GUARANTY**

Neither the final acceptance of the work or payment therefore nor any provision in the Contract documents nor partial or entire use of the work by the MDOT shall constitute an acceptance of work not performed in accordance with the contract documents or relieve the Contractor of liability for any express or warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work, and pay for any damage to other work resulting from defects in his work which shall appear within a period of one (1) year from the date of final acceptance of work, unless a longer period is specified. The MDOT will give notice of observed defects with reasonable promptness.

37. **PATENT INDEMNITY**

Contractor shall indemnify, protect and save harmless the State, its officers, agents and employees from all claims growing out of any patent or copyright infringements or claims thereof pertaining to any design, drawings, specifications or other patentable or copyrighted items used by the Contractor.

38. **GENERAL CONDITIONS PREVAILING**

In event of a conflict between these General Conditions and any other provisions of the Contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

39. **INCORPORATION BY REFERENCE**

All terms and conditions under the solicitation, any amendments thereto, are made a part of this Contract.

40. **MISCELLANEOUS**

For the purpose of these General Conditions, the words Contract and Agreement are synonymous.

41. **MARYLAND LAW PREVAILS**

The provisions of this Contract shall be governed by the Laws of Maryland.

42. **RESIDENT BUSINESS PREFERENCE**

- A. Contracts are subject to the applicable provisions of COMAR Title **21.05.01.04**, which authorizes that when awarding a contract by competitive bidding, the MDOT may give a preference to the lowest responsive and responsible bid from a Maryland firm over that of a non-resident firm if the State in which the non-resident firm is located gives a resident business preference.
- B. The preference given under this Section shall be identical to the preference, through law, policy or practice, given to its residents by the State in which the non-resident firm is located.
- C. This provision shall not apply if it conflicts with any Federal grant or regulation affecting this Contract.

43. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

Contractor shall comply with the ADA, **42 USC §§ 12101 et seq.** and applicable regulations. To the extent required by the ADA, Contractor's facilities, services, and
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programs shall be accessible to persons with disabilities. Contractor shall bear sole responsibility for assuring that its activities under this Agreement conform to the ADA. Contractor shall indemnify and hold the State harmless in any administrative proceeding or other action brought pursuant to the ADA for all damages, attorney fees, litigation expenses and costs, if such action or proceeding arises from the acts of Contractor, Contractor's employees, agents or subcontractors.

44. **PAYMENT OF STATE OBLIGATIONS**

- A. Payment to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by title **15**, Subtitle **1**, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- B. A proper invoice shall include a description of the items or services provided; the date the goods were received, or the inclusive dates the services were rendered; the Contract price(s); retention, if any; the basis for the billing; the Contract or purchase order number; the Contractor's Federal Tax Identification Number or Social Security Number; the name and address of the proper invoice recipient.
- C. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date of the amount on which the interest is claimed to have accrued. Interest may not be claimed for more than one year following the 31st calendar day after the date that a proper invoice was received, or on amounts representing unpaid interest, or if a claim has been filed under State Finance and Procurement Article Title **15**, Subtitle **2** of the Annotated Code of Maryland.
- D. For the purpose of this Contract, an invoice amount will not be deemed due and payable if:
 - (1) The amount invoiced is inconsistent with the Contract;
 - (2) The proper invoice has not been received by the party or location specified in the Contract;
 - (3) The invoice or performance under the Contract is in dispute, or the Contractor has failed to otherwise comply with the provisions of the Contract;
 - (4) The item or services have not been accepted;
 - (5) The quantity of items delivered is less than the quantity ordered;

- (6) The items or services do not meet the quality requirements of the Contract.
- (7) The proper invoice for the progress payment, if applicable, has not been submitted according to the schedule contained in the Agreement;
- (8) All stipulated conditions for release of the retainage, if applicable, have not been met; and
- (9) Satisfactory documentation or other evidence reasonably required by the procurement officer or by the Contract administrator(s) concerning performance under the Contract has not been submitted by the Contractor.

45. **SUSPENSION OF WORK**

The procurement officer unilaterally may order the Contractor in writing, to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the State.

46. **PRE-EXISTING REGULATIONS**

In accordance with the provisions of Section **11-206** of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in COMAR, Title **21** State Procurement Regulations, in effect on the date of execution of this Contract are applicable to this Contract.

47. **RETENTION OF RECORDS**

The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

48. **INSOLVENCY**

If the Contractor becomes insolvent, files a bankruptcy petition in any court, becomes the subject of an involuntary bankruptcy petition, makes a general assignment for the benefit of creditors, has a receiver appointed for assets, or ceases to conduct business, the Contractor shall be considered in default of the Contract. If any of these events occurs, the Contractor must immediately notify the procurement officer or designee.

49. **BOND ASSISTANCE PROGRAM**

Assistance in obtaining bid, performance, and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance, or payment bonds up to \$750,000.

Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
217 E. Redwood St., 22nd Floor
Baltimore, MD 21202 (410) 767-6359

ATTACHMENT 3

CONTRACT AFFIDAVIT

ATTACHMENT 3

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business

that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT 4

DBE FORMS

MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2

THIS AFFIDAVIT MUST BE INCLUDED WITH THE BID/ PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT THIS AFFIDAVIT AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. DBE Participation (PLEASE CHECK ONLY ONE)

☐

I have met the overall certified Disadvantaged Business Enterprise (DBE) participation goal of _____ percent (_____ %). I agree that this percentage of the total dollar amount of the Contract for the DBE goal will be performed by certified DBE firms as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

OR

☐

I conclude that I am unable to achieve the DBE participation goal. I hereby request a waiver, in whole or in part, of the goal. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified DBE firms will be used to accomplish the percentages of the total dollar amount of the Contract as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

2. Additional DBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:

- (a) Outreach Efforts Compliance Statement (MDOT DBE Form C - Federally-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT DBE Form D - Federally-Funded Contracts);
- (c) DBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified DBE participation goal.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or not susceptible of being selected for award.

MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 2 OF 2

3. Information Provided to DBE firms

In the solicitation of subcontract quotations or offers, DBE firms were provided not less than the same information and amount of time to respond as were non-DBE firms.

4. Products and Services Provided by DBE firms

I hereby affirm that the DBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE 1 OF 2

***** STOP *****

FORM INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) DBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System ("NAICS") Code and the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the DBE participation goal.
2. In order to be counted for purposes of achieving the DBE participation goal, the firm must be certified for that specific NAICS ("DBE" for Federally-funded projects designation after NAICS Code). **WARNING:** If the firm's NAICS Code is in graduated status, such services/products will not be counted for purposes of achieving the DBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the first step in determining whether a DBE firm is certified and eligible to receive DBE participation credit for the specific products/services to be supplied or performed under the contract. The second step is to determine whether a firm's Products/Services Description in the DBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the DBE participation goal.
4. If you have any questions as to whether a firm is MDOT DBE certified, or if it is certified to perform specific services or provide specific products, please call MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or send an email to mbe@mdot.state.md.us.
5. The Contractor's subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet a DBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this DBE Participation Schedule.
6. For each DBE firm that is being used as supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the amount of the subcontract for purposes of achieving the DBE participation goal:
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the DBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no DBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the DBE participation goal, you may count only the amount of any reasonable fee that the DBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the DBE Participation Schedule, please divide the amount of any reasonable fee that the DBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE
PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE
PAGE 2 OF 2

- D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the DBE participation goal, you may count the total amount of the subcontract. For Column 3 of the DBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the DBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the DBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the DBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
7. For each DBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the DBE participation goal**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- Example:** \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%
8. Please note that for USDOT-funded projects, a DBE prime may count towards its DBE participation goal work performed by its own forces. Include information about the DBE prime in Part 2.
9. **WARNING:** The percentage of DBE participation, computed using the dollar amounts in Column 3 for all of the DBE firms listed in Part 2, **MUST** at least equal the DBE participation goal as set forth in MDOT DBE Form A – Federally-Funded Contracts for this solicitation. If the bidder/offeror is unable to achieve the DBE participation goals, then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal Worksheet shown below to assist you in calculating the percentage and confirming that you have met the applicable DBE participation goal.

GOAL WORKSHEET	
Total DBE Firm Participation (Add percentages in Column 3 for all DBE firms listed in DBE Participation Schedule)	(A) _____ %
The percentage amount in Box A above should be equal to the percentage amount in Box E below.	
Add <i>Countable</i> Subcontract Amounts (see 6 through 8 of Instructions) for all DBE firms listed in DBE Participation Schedule, and insert in Box B	(B) \$ _____
Insert the Total Contract Amount in Box C	(C) \$ _____
Divide Box B by Box C and Insert in Box D	(D) = _____
Multiply Box D by 100 and insert in Box E	(E) = _____ %

MDOT DBE FORM B

FEDERALLY-FUNDED CONTRACTS DBE PARTICIPATION SCHEDULE

PART 2 – DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

COLUMN 1	COLUMN 2	COLUMN 3
		<p>Unless the bidder/offeree requested a waiver in MDOT DBE Form A – Federally Funded Contracts for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.</p>
<p>NAME OF DBE SUBCONTRACTOR AND TIER</p>	<p>CERTIFICATION NO. AND DBE CLASSIFICATION</p>	<p>FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.</p>
<p><input type="checkbox"/> Please check if DBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions</p>	<p>Certification Number:</p> <hr/> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p> <hr/>	<p>3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u></p> <p>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</p> <p>3.2. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u></p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</p>

☐ Please check if Continuation Sheets are attached.

MDOT DBE FORM B

FEDERALLY-FUNDED CONTRACTS

DBE PARTICIPATION SCHEDULE

CONTINUATION SHEET

PAGE ____ OF ____

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

COLUMN 1	COLUMN 2	COLUMN 3
		<p>Unless the bidder/offeror requested a waiver in MDOT DBE Form A – Federally Funded Contracts for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.</p>
<p>NAME OF DBE SUBCONTRACTOR AND TIER</p>	<p>CERTIFICATION NO. AND DBE CLASSIFICATION</p>	<p>FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.</p>
<p><input type="checkbox"/> Please check if DBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions</p>	<p>Certification Number:</p> <p>_____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p> <p>_____</p>	<p>3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u></p> <p>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</p> <p>3.2. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u></p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</p>

☐ Please check if Continuation Sheets are attached.

MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE

PART 3 – CERTIFICATION FOR DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL AS DIRECTED IN THE SOLICITATION.

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT DBE Directory for each of the DBE firms listed in Part 2 of this DBE Form B for purposes of achieving the DBE participation goal that was identified in the DBE Form A that I submitted with this solicitation, and that the DBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this DBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT DBE Form B are true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT DBE FORM C
FEDERALLY-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the offer/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified DBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited DBE firms:

4. Please Check One:

- ☐ This project does not involve bonding requirements.
- ☐ Bidder/Offeror assisted DBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

5. Please Check One:

- ☐ Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- ☐ No pre-bid/pre-proposal meeting/conference was held.
- ☐ Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT DBE FORM D

FEDERALLY-FUNDED CONTRACTS

DBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED DBE FIRM LISTED IN THE DBE PARTICIPATION SCHEDULE. BIDDERS/ OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

Provided that _____ (Prime Contractor's Name) is awarded the Contract in conjunction with Solicitation No. _____, such Prime Contractor will enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the DBE firm _____ (DBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the DBE firm, please restate name and provide DBE Certification Number) which will receive at least \$_____ or _____% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this DBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____ _____	Printed Name and Title: _____ _____	Printed Name and Title: _____ _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

IF DBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE DBE FIRM.

ATTACHMENT 5

**CONFLICT OF INTEREST AFFIDAVIT AND
DISCLOSURE**

ATTACHMENT 5

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT 6

BID PROPOSAL AFFIDAVIT

Bid/Proposal Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1) — (5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the

Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT 7

CERTIFICATION REGARDING LOBBYING

ATTACHMENT 7

CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. & 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. & 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

ATTACHMENT 8

FINANCIAL PROPOSAL

ATTACHMENT 8

FINANCIAL PROPOSAL GUIDELINES

A. COMPANY INFORMATION

PROPOSAL

OF _____

Made this _____ day of _____, 20__

The undersigned hereby declares to have carefully examined the Request For Proposals (RFP) for Contract # MTA-1376.

Prices provided shall be valid for a minimum of 180 days from the due date of the proposals.

The undersigned proposes and agrees to furnish all services necessary for the performance of the above referenced contract in accordance with the RFP and other contract documents referenced in the RFP.

Estimated annual hours represent the estimate by the Office of Planning of annual hours and are for evaluation purposes only. The State does not guarantee these hours, neither minimum nor maximum hours to the Contractor. Actual hours may vary. Offeror shall not change the number of hours and staff positions shown on the Price Proposal Form.

Offeror is to submit all-inclusive (i.e. "fully loaded") hourly rates via this Financial Proposal, to include subcontractor expenses/fees, payroll, overhead, general administration, profit, taxes and fringe benefits, excluding costs such as travel and printing. Note: all cost for performing analysis and reporting shall be included in the fully loaded hourly rates; no additional cost shall be awarded.

Offerors must complete an offer for each category of labor being bid for each five-year term of the contract. These offers are for Hourly Labor Rates.

The form below includes a model number of hours for evaluation purposes only. Offerors must multiply their offered Year 1, Year 2, Year 3, Year 4 and Year 5 hourly rates by the model hours in each labor category to arrive at a bottom line total for each year of the contract and summarize these offers for the total of the period of the contract.

These figures, although they will appear in the contract, will not be used to determine the winner of this solicitation.

Name of Firm

Authorized Signature and Date

Printed Name and Title

FINANCIAL PROPOSAL FORM - MTA-1376 A-C

A	B	C	D	E	F	G	H	I	J	K	L	M
Labor Categories	Annual Est. Hrs.	Base Yr. 1 Hrly. Rate	Total Cost Yr. 1 (B x C)	Base Yr. 2 Hrly. Rate	Total Cost Yr. 2 (B x E)	Base Yr. 3 Hrly. Rate	Total Cost Yr. 3 (B x G)	Base Yr. 4 Hrly. Rate	Total Cost Yr. 4 (B x I)	Base Yr. 5 Hrly. Rate	Total Cost Yr. 5 (B x K)	Five Year Cost (Basis of Award) (D+F+H+J+L)
Principle	300		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Account Coordinator	350		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Account Executive	700		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Account Supervisor	400		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Art Director	450		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Broadcast Production Manager/Producer	350		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Copywriter	350		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Creative Director	500		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Graphic Designer	600		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Market Researcher	149		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Marketing Specialist	350		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Media Director	250		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Media Planner/Buyer	400		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Production Supervisor	250		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Pub.Rel. Coordinator	250		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Website Content Manager	300		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Website Designer	250		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Total Cost Estimate (Summary)			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

Please note: The annual projected hours shown herein are estimated and will be used for evaluation purposes only. These are not guaranteed amounts. Actual hours may be more or less.

ATTACHMENT 9

**ELECTRONIC FUNDS TRANSFER (EFT) REGISTRATION
REQUEST FORM**

State of Maryland
Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code _____

Taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

Financial institution information:

Name and address _____

Contact name, phone number (include area code), _____

ABA number

Account number

Account type

Format Desired: _____ CCD _____ CCD+ _____ CTX* (Check one.)

***Note – There may be a charge to you by your bank with this format.**

A VOIDED CHECK from the bank account must be attached.

(OVER)

Checking
Money Market
Savings

Transaction requested:

1. ___ Initiate all disbursements via EFT to the above account.
2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account must be attached.

I am authorized by *_____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

COMPLETED BY GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

State Treasurer's Office approval date General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division

Room 205, P.O. Box 746

Annapolis, Maryland 21404-0746

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, gad@comp.state.md.us. Or call 1-888-784-0144.

COT/GAD X-10

ATTACHMENT 10

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

A. TYPES AND VALUES

The Contractor shall obtain, pay for, and maintain the following insurance program throughout the term of this contract, including any renewal periods:

1. Comprehensive General Liability Insurance
 - A. Bodily Injury: \$5,000,000 combined single limit
 - B. Property Damage: \$500,000 per occurrence or claim made
2. Comprehensive Automobile Liability Insurance
 - A. Bodily Injury: \$5,000,000 combined single limit
 - B. Property Damage: \$500,000 per occurrence or claim made
3. Workmen's Compensation

Insurance shall be sufficient to cover claims payable under statutory requirements for Worker's Compensation
4. Employer's Liability Insurance (Coverage B): \$5,000,000 limit
5. Professional Liability Insurance
 - A. Bodily Injury: \$5,000,000 combined single limit
 - B. Property Damage: \$500,000 per occurrence or claim made
6. Excess/Umbrella Liability Insurance
 - A. Bodily Injury: \$5,000,000 combined single limit
 - B. Property Damage: \$500,000 per occurrence or claim made

B. INSURANCE COMPANY QUALIFICATIONS

The insurance required in this Article of this contract must be issued by companies that are:

1. Acceptable to the MTA

2. Licensed to do business in the State of Maryland.

C. POLICY REQUIREMENTS

The recommended Contractor awardee shall deliver to the MTA representative within 10 days of notification of proposed contract award an accurate and true Certificates of Insurance that show that:

1. The Contractor has procured coverage stated in this Article of this contract.
2. The Maryland Department of Transportation, the State of Maryland and the MTA has been named as an additional insured.
3. The policies will not be canceled, terminated or modified without 60 days prior written notice to the Administration. Certificates of Insurance are acceptable in lieu of true copies of the policies if the policy writer notes on the Certificate, or through attachment to the Certificate, all policy exclusions.

ATTACHMENT 11

Attachment 11

Solicitation Language for Competitive Sealed Proposals:

Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following section entitled *Living Wage Requirements for Service Contracts*. If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.49 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.39 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been determined to be a **Tier 1** contract.

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) has a State contract for services valued at less than \$100,000, or
 - (b) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) performs work on a State contract for services valued at less than \$100,000,
 - (b) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) services with a Public Service Company;
 - (b) services with a nonprofit organization;
 - (c) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish

any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

**Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts**

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidder/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

- ___ All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- ___ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- ___ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

ATTACHMENT 12

MARYLAND'S LIVING WAGE FREQUENTLY ASKED QUESTIONS

1. *What is the Living Wage?*

Governor Martin O'Malley signed a bill into law establishing Maryland's Living Wage. The new law is effective as of October 1, 2007. The Living Wage Law requires certain contractors and subcontractors to pay minimum wage rates to employees working under certain State services contracts. The Living Wage Law will require the payment of the living wage of either \$12.49 per hour or \$9.39 per hour, depending upon the jurisdiction where the services are performed. The State Living Wage does not apply to county and municipal contracts although some local governments such as Montgomery County and Baltimore City have their own living wage requirements. **This law applies prospectively only to contracts awarded after October 1, 2007.**

2. *How is a Living Wage different from the current Prevailing Wage Law?*

The long-established prevailing wage applies to contractors and subcontractors under government *public works* contracts over \$500,000 when State public funds are used to provide 50% or more of the funds for the construction of any project. The Living Wage applies to most *services* contracts, including maintenance contracts. Like the Living Wage, the Prevailing Wage is set annually by the Commissioner of Labor and Industry.

3. *Does the Living Wage apply to all types of State services contracts?*

No. The Living Wage Law applies to State services contracts and subcontracts for services under Title 21 awarded on or after October 1, 2007. The procurement regulations define a contract for "services" as one for "the rendering of time, effort, or work rather than the furnishing of a specific physical product other than reports incidental to the required performance." The term "service contract" includes maintenance services, information technology services, but does not include construction, construction-related services, architectural and engineering services, energy performance contracts, supplies (including commodities), real property, or the purchase of goods.

4. *What State service contracts are exempt from the Living Wage Law?*

The Living Wage Law exempts State service contracts that are:

- under \$100,000 in value;
- under \$500,000 in value if the contractor has 10 or fewer employees;
- for services needed immediately to prevent or respond to imminent threat to public health or safety;
- less than 13 weeks in duration;
- with a public service company;
- with a non-profit organization;
- between units (interagency agreements); or
- between a unit and a county or Baltimore City.

The Living Wage Law exempts State service contracts where application of the Title would conflict with federal program requirements.

Agencies exempt from State procurement law, such as the University System, Morgan State University, and the Stadium Authority, are not required to comply with the Living Wage laws (see State Finance and Procurement Article, §11-203, Maryland Code).

Assuming that the contract value and number of employee thresholds are met, contracts subject to the Living Wage include:

- sole source services contracts;
- services contracts acquired through competitive sealed proposals, competitive sealed bidding, negotiated award after unsatisfactory competitive sealed bidding, expedited procurements, and non-competitive negotiated procurement of Human, Social or Educational Services;
- unsolicited proposals for health or human services, educational services, or business and economic development services; and
- Intergovernmental cooperative purchasing agreements when sponsored by a Maryland agency.

5. *Are options that occur on or after October 1, 2007 covered by the Living Wage Law if the original (base) contract was approved prior to October 1, 2007?*

No. The law applies prospectively and applies to contracts awarded after October 1, 2007.

6. *When is a prime contractor covered by the Living Wage Law?*

A contractor with more than 10 employees is covered when the State contract for services is valued at \$100,000 or more. A contractor with 10 or fewer employees is only covered when the State contract for services is valued at \$500,000 or more.

7. *When is a subcontractor covered by the Living Wage Law?*

A subcontractor is only covered if the prime contractor for the State contract for services at issue is covered, and:

- The subcontractor has more than 10 employees and is performing services on a State contract for services valued at \$100,000 or more; or
- A subcontractor has 10 or fewer employees and is performing services on a State contract for services valued at \$500,000 or more.

8. *How is contract value determined?*

Contract value is determined by adding the value of the base period plus all option periods.

9. *What about a contractor (or subcontractor) that is not initially covered because of the value of the contract, but, due to a modification or change order, the contract value is increased and then exceeds the value thresholds?*

A contractor or subcontractor that is not initially covered due to value (e.g., a contract of \$75,000) remains exempt. An agency may not artificially divide a procurement to avoid application of the Living Wage Law.

10. *What about a contractor (or subcontractor) that is not initially covered because the contractor (or subcontractor) has 10 or fewer employees, but that subsequently hires an 11th employee?*

A contractor/subcontractor that is not initially covered due to number of employees remains exempt on that contract.

11. *In determining whether an employer has 10 or fewer employees, are part time employees included? In other words, is an employer with 5 full time and 6 part time employees covered?*

Part time positions will be added to equate to full time equivalents (FTEs). A 40 hour week will be used as the standard, unless the contractor provides evidence that they define full time by a lower number of hours (e.g., 35 hours). For example, under a 40 hour work week, two individuals working 20 hours each equate to one FTE.

12. *Which employees must be paid a living wage?*

Covered prime contractors and covered subcontractors must pay the living wage to employees who:

- are 18 years old, or will turn 18 during the contract;
- work at least 13 consecutive weeks on the contract; and
- work at least one-half of their time during any week on the State contract.

13. *For employees who turn 18 during the contract term, are they to receive a living wage from day one of the contract (before they turn 18) or from the day they turn 18?*

Living wage applies from the start of the contract or the start of employment (whichever is later) for those covered employees who are under 18 but are anticipated to turn 18 while they are still employed on the contract.

14. *For covered employees, must they be paid living wage for those hours they are not working on State contract business?*

No. Living wage must be paid only for those hours spent on State contract business.

15. *What are the wage rates?*

There are two wage “tiers” established in Maryland - Tier 1 includes Montgomery County, Prince George’s County, Howard County, Baltimore County, Baltimore City, and Anne Arundel County. Tier 2 is comprised of the counties not included in Tier 1. The living wage rate for Tier 1 is \$12.49 per hour, and the rate for Tier 2 is \$9.39 per hour.

16. *What if my business has operations in areas with two different wage tiers? Which rate should I pay?*

The wage tier is determined by the area where services valued at 50% or more of the total contract value is performed. For example, if 45% of contracted services are performed in a Tier 1 area and 55% of the services are performed in a Tier 2 area, the wage for all eligible employees is Tier 2 because Tier 2 is the region where 50% or more (55%) of the services are performed.

17. *What if my business has all of its operations out of state? Am I required to pay the Maryland Living Wage?*

If the employees who perform the services are not located in either Tier 1 or Tier 2, the procurement officer will assign the tier(s) based upon where the majority of the recipients of the services are located.

18. *What are the possible adjustments to the Living Wage?*

The Commissioner of Labor and Industry is in charge of annually adjusting the living wage rates based upon the consumer price index for the previous calendar year. An employer may commit in its bid or proposal that it will provide health insurance and may reduce the living wage by all or part of the hourly cost of the employer’s share of the premium. An employer may also reduce the living wage by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan.

19. *How is the annual rate adjustment calculated?*

Each year within 90 days of July 1, the Commissioner of Labor and Industry will adjust the Living Wage rate by the annual average increase or decrease, if any, in the consumer price index (CPI) for all urban consumers for the Washington-Baltimore metropolitan area or any successor index for the previous calendar year. In determining the annual average increase or decrease, the Commissioner of Labor and Industry will determine the percentage change in the level of the CPI from one year to the next.

20. *What are the contractor and subcontractor obligations when the living wage increases?*

During the term of the contract contractors and subcontractors must pay the living wage in effect, including any living wage increase, from the date of such increase.

21. *If the living wage increases during the term of a contract, can the contractors submit a request for a contract price increase?*

No. Bidders/Offerors typically have to project inflation costs over the term of multi-year contracts; this is simply another situation of when they will have to do that. Moreover, if a contract includes a provision for price revision based upon changes in the Consumer Price Index (CPI), since changes in the living wage are indexed to changes in the CPI, a CPI adjustment would automatically allow for recouping some/all of the living wage adjustment.

22. *How will the Commissioner determine if the employer's deduction for health insurance is appropriate?*

The Commissioner of Labor and Industry will require that an employer who deducts the hourly cost of the employer's share of an employee's health insurance premium from an employee to submit documentation of the employer's cost and proof of payment for each employee under the health insurance plan, the methodology that the employer uses to determine the hourly amount of health insurance deduction for each employee, documentation of the employee's insurance election, and copies of payroll records. From this information, the Commissioner will first determine the cost per employee for health insurance, and then audit the payroll records to verify that the deductions are appropriate.

23. *Who is required to report payroll records?*

Any employer with a State contract for services subject to the Living Wage law is required to submit payroll records for all employees performing work in connection with that State contract for services. Each contractor is responsible for ensuring that the subcontractors' payroll records are submitted in a timely manner.

24. *For which employees is the employer required to submit payroll data?*

Any employer with a State contract for services subject to the Living Wage law is required to submit payroll records (including the data required by COMAR 21.11.10.05(D)) for *all* employees who perform work in connection with the State contract for services, even those who are under 18 years old, spend less than one-half of the employee's time performing work on the contract, may work less than 13 consecutive weeks and full time on the State contract for services, or who are currently being paid more than the living wage rate.

25. *When must the employer submit the payroll records?*

An employer required to submit payroll records must do so within 14 days after the end of each payroll period.

26. *What data, other than payroll records, is the employer required to report?*

Any employer with a State contract for services subject to the Living Wage law who reduces the wages paid to its employees covered by the Living Wage based upon the employer's share of the health insurance premium must provide documentation to support the deduction as

well as documentation reflecting the employee's authorization of the deduction, as detailed in COMAR 21.11.10.05(A). The employer must also provide a list of the three most commonly used languages at the worksite, a copy of the Commissioner's "Subcontractor and Employee Information Form" and other information required by the Commissioner.

27. *For Task Order Master Contracts awarded on/after October 1, 2007, do the Living Wage Law standards apply to the Master Contract or at the Task Order level?*

The Living Wage Law applies on a Task Order basis. Each Task Order stands alone.

28. *How do Living Wage Law standards apply to multiple award indefinite quantity contracts?*

For multiple award indefinite quantity contracts, the projected total award amount over the life of the contract may trigger Living Wage standards for contractors and should be disclosed to vendors prior to bid/offer submission. When the projected value of the contract is less than \$100,000 then the Living Wage Law does not apply. When the projected value of the contract is \$500,000 then the Living Wage applies to all contractors and subcontractors for all services provided. When the projected value of the contract is \$100,000 or more, but less than \$500,000, then the Living Wage applies to contractors and subcontractors for services with more than 10 employees.

29. *What do we do with bids conducted without living wage language and which have been publicly opened but contracts will not be awarded until October 1 or after?*

- A. Allow the low bidder the opportunity to retain the award at the existing low-bid price if it agrees to meet the Living Wage Law requirements within its price. In this case, the agency should amend the contract to include the Living Wage Law language for Sole Source contracts.
- B. If the low bidder will not meet the Living Wage Law requirements at its existing low-bid price, the agency should:
 - re-bid;
 - if there is no time to re-bid, then the agency may use the Negotiated Award After Unsuccessful Sealed Bidding method. In this case the agency would notify all responsible bidders who submitted responsive bids of the Living Wage Law requirements and allow them to submit a new bid incorporating the Living Wage Law requirements; or
 - In extraordinary circumstances, an agency may even consider making an emergency award. Emergency awards are exempt from the Living Wage Law.

30. *What do we do with competitive sealed proposals that have been conducted without the Living Wage Law language and for which proposals have been received?*

- A. If no selection has been made (i.e., no offeror has been notified that it has been recommended for award), the agency should amend the Request for Proposals to include the Living Wage Law requirements and request a Best and Final Offer.

B. If an offeror has been notified that it has been selected for award, regardless of whether prices have been disclosed to any offeror, the selected offeror should be provided an opportunity to agree to meet the Living Wage Law requirements at its current financial offer price.

- If the selected offeror agrees to meet the Living Wage Law requirements within its current financial offer, the contract should be amended to include the Living Wage Law language for Sole Source contracts.
- If the selected offeror does not agree to meet the Living Wage Law requirements within its current financial offer, the Request for Proposal should be amended to include the Living Wage Law requirements with a Best and Final Offer requested from all offerors.

31. If a bidder does not submit the required Living Wage affidavit with a bid, is it treated as an issue of responsiveness (not curable) or as an issue of responsibility (is curable)?

Failure to submit a properly completed Living Wage affidavit should be treated as an issue of responsibility, even for a bid. The bidder or offeree is merely being asked to acknowledge its responsibility to comply with the law. Therefore, an agency may allow a bidder to submit the required affidavit after bid opening as long as it is done within a timely fashion. If a bidder is advised that it omitted the affidavit but still does not provide the affidavit within a reasonable time, as determined by the agency, the bidder may be determined to not be responsible and the agency has the option of collecting on the bid bond.

32. What role do State Agencies have in implementing the Living Wage and how will contractors know whether a State solicitation is subject to the Living Wage Laws?

If the procurement officer determines the Living Wage is applicable, the State agency will include Living Wage requirements in the solicitation including which wage tiers apply. The procurement officer for each State Agency subject to the Living Wage will make a determination if more than 50% of the total value of the contract services will be performed in the Tier 1 area or in the Tier 2 area.

33. Who is responsible for enforcement of the Living Wage Law?

The Commissioner of Labor and Industry is in charge of enforcement. If there is a violation of the Living Wage Law, the Commissioner can order restitution to each affected employee as well as damages. Employees also have the right to sue to recover wages.

34. How will DLLR be notified that a living wage contract has been awarded?

Remember, when the contract value is less than \$100,000 the Living Wage Law does not apply. When the contract value is \$500,000, then the Living Wage Law applies to all contractors and subcontractors for services. When the contract value is \$100,000 or more, but less than \$500,000, then the Living Wage Law applies to contractors and subcontractors for services with more than 10 employees. When entering contract information concerning a services contract into

eMarylandmarketplace, procurement officers will indicate whether the contract is potentially subject to the Living Wage Law and complete the requested information.

35. *Who can I contact for additional information about the Living Wage Law?*

The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General information on the Living Wage Law is available on the DLLR website: <http://www.dllr.state.md.us/> Richard Avallone, program manager of the Employment Standards Unit, may be reached at (410) 767-2358 or ravallone@dllr.state.md.us. Questions regarding the application of the Living Wage Law relating to a particular procurement should be directed to the procurement officer named in the solicitation. General procurement questions may be directed to the Board of Public Works at 410-260-7335 (local) or toll-free number 1-877-591-7320.

ATTACHMENT 13

Prompt Pay Requirements - Subcontractors

1. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:
 - 1.1 Not process further payments to the contractor until payment to the subcontractor is verified;
 - 1.2 Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - 1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - 1.4 Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - 1.5 Take other or further actions as appropriate to resolve the withheld payment.
2. An “undisputed amount” means an amount owed by a contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
 - 3.1 Affect the rights of the contracting parties under any other provision of law;
 - 3.2 Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
 - 3.3 Result in liability against or prejudice the rights of the Agency.
4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
 - 5.1 Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - 5.2 This verification may include, as appropriate:
 - 5.2.1 Inspecting any relevant records of the contractor;
 - 5.2.2 Inspecting the jobsite; and
 - 5.2.3 Interviewing subcontractors and workers.
 - 5.2.4 Verification shall include a review of:

5.2.4.1 The contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

5.3 If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action.

5.3.1 Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

5.4 If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:

5.4.1 Terminate the contract;

5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or

5.4.3 Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

5.5 Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENT 14



GUIDE TO PROMPT PAYMENT FOR NON-CONSTRUCTION SUBCONTRACTORS

August 2008

Prompt payment requirements already exist on State-funded construction contracts. Recently, prompt payment requirements became effective on all State-funded non-construction contracts in excess of \$25,000 by agencies that are members of the Governor's Cabinet.

What are my rights as a subcontractor?

Subcontractors on contracts greater than \$25,000 can expect to receive payment for any undisputed amounts after the prime contractor has received a progress payment. Otherwise, a subcontractor can expect to receive written notice from the contractor as to why payment is being withheld.

What are my rights as a Minority Business Enterprise (MBE) or Small Business Reserve (SBR) subcontractor?

MBE and SBR subcontractors have the same rights as those described above. In addition, agencies must notify the Governor's Office of Minority Affairs (GOMA) of any complaint of non-payment of subcontractors with MBE or SBR status.

What are the responsibilities of the prime contractor?

The prime contractor has the responsibility to:

- Pay a subcontractor an undisputed amount to which the subcontractor is entitled; OR
- Notify the subcontractor in writing and state the reason why payment is being withheld.
 - If payment is withheld, the prime contractor must provide a copy of the notice to the procurement officer.

What should I do if I am not being paid by the prime contractor?

The subcontractor must notify the procurement officer. GOMA recommends that notice be given in writing. The notice will include:

- The name of the prime contractor from which payment has not been received;
- The project under which the dispute exists;
- The amount in dispute;
- An itemized description on which the amount is based; and
- If known, an explanation for any dispute concerning the payment not received.

Who should I contact at the agency?

Subcontractors who have not received payment of any undisputed amount should contact the agency's chief procurement officer. Contact information for the Cabinet agencies' chief procurement officers can be found at the end of this document.

I've sent my written notice of non-payment to the procurement officer. What happens now?

The procurement officer, or another agency representative, must contact the prime contractor to ascertain whether the amount withheld is an undisputed amount. If it is determined that part or the entire amount withheld is undisputed, the agency representative will instruct the prime contractor to pay the subcontractor the undisputed amount. The agency representative is to communicate to the subcontractor the results of the discussions with the prime contractor.

Are there any penalties to the prime contractor for failure to pay subcontractors undisputed amounts?

Yes. The State agency that issued the contract may;

- Withhold further payments to the prime contractor until payment to the subcontractor is verified;
- Suspend all or some of the contract work;
- Pay or otherwise cause payment of the undisputed amount to the subcontractor;
- Place a payment for an undisputed amount in an interest-bearing escrow account; or
- Take other or further actions as appropriate to resolve the withheld payment.

What is an “undisputed amount”?

An “undisputed amount” means an amount owed by a contractor to a subcontractor for which there is no good faith dispute. This includes any retainage withheld, and any amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

What agencies are members of the Governor’s Cabinet?

The 22 member agencies of the Governor’s Cabinet and their chief procurement officers are:

Agency	Procurement Officer	Email
Aging	Ivey Gilliam	ilg@ooa.state.md.us
Agriculture	Joe Harrington	harrinjm@mda.state.md.us
Budget and Management	Joel Lieberknight	jleberkn@dbm.state.md.us
Business and Economic Development	Debi Chronister	dchronister@dbed.state.md.us
Disabilities	John Brennan	jbrennan@mdod.state.md.us
Education	Albert Annan	aannan@mdse.state.md.us
Environment	Mike Gallagher	mgallagher@mde.state.md.us
Executive Department	Jeremy Rosendale	jrosendale@gov.state.md.us
General Services	Michael Haifley	michael.haifley@dgs.state.md.us
Health and Mental Hygiene	Gary Goldberg	ggoldberg@dnhh.state.md.us
Housing and Community Development	Eleanor Kennedy	kennedy@mdhousing.org
Human Resources	Jane Bailey	jbailey@dhr.state.md.us
Information Technology	Sue Howells	Sue.Howells@doit.state.md.us
Juvenile Services	Marcus Filson	filsonm@djs.state.md.us
Labor, Licensing, and Regulation	Latesa Thomas	lthomas@dllr.state.md.us
Military	Nancy Fabula Hevey	hevey@mdmildep.org
Natural Resources	Diane Russell	drussell@dnr.state.md.us
Planning	Samer Atiya	satiya@mdp.state.md.us
Public Safety and Correctional Services	Behira J. Said-Pompey	BSaid-Pompey@dpscs.state.md.us
State Police	Jonathan Beam	jbeam@mdsp.org
Transportation	Carmina Perez-Fowler	Cperez-fowler@mdot.state.md.us
Veterans Affairs	John Kearns	jkearns@mdva.state.md.us

ATTACHMENT 15

HIRING AGREEMENT

**MARYLAND
DEPARTMENT OF HUMAN RESOURCES
HIRING AGREEMENT**

This Hiring Agreement ("Agreement") is effective this _____ day of _____, 20____, and is entered into by and between the Maryland Department of Human Resources ("Department") and _____ (the "Contractor"), pursuant to State Finance and Procurement Article, § 13-224, Annotated Code of Maryland, arising out of a contract for services between Contractor and _____ ("Entity"), contract number _____ ("Procurement Contract").

WITNESSETH:

WHEREAS, the Department has identified the Procurement Contract as eligible for execution of this Agreement; and

WHEREAS, the Contractor, Department and the Entity, have discussed and reviewed an inventory of job openings that exists or the Contractor is likely to fill during the term of the Procurement Contract in the State of Maryland; and

WHEREAS, the Contractor, Department and the Entity have discussed and reviewed the job descriptions, locations, and skill requirements for those positions; and

WHEREAS, Department and the Entity have identified and discussed with the Contractor the workforce related benefits and support services available to Contractor as a result of the Agreement, including:

- Medicaid coverage for the employee and the employee's dependents for up to one year after placement in the job;
- Maryland Children's Health Program (MCHP) medical coverage for the employee's dependents after one year of employment for as long as eligibility is met;
- Food Stamps for the employee and the employee's dependents for as long as eligibility requirements are met;
- Child Care subsidies for the employee's dependents for up to one year after employment as long as eligibility requirements are met;
- Transportation subsidies for the employee for a period of time after employment;

- Other retention services including counseling on an as needed basis; and
- Assistance with claiming tax credits for hiring and retaining Candidates.

WHEREAS, the Contractor and Department agree to work cooperatively to develop responses to the workforce development requirements faced by the Contractor and to promote the hiring of the Department's current and former Family Investment Program ("FIP") recipients, their children, foster youth, and child support obligors ("Candidates") by the Contractor.

NOW THEREFORE, upon valuable consideration received, the Contractor and the Department specifically agree as follows:

A. The Contractor will:

1. Notify the Department of all job openings that exists or result from the Procurement Contract.
2. Declare the Department the "first source" in identifying and hiring Candidates for those job openings.
3. Work with Department as necessary and appropriate to develop necessary training programs which enable Candidates to qualify for and secure the jobs.
4. Give first preference and first consideration, to the extent permitted by law and any existing labor agreements, to Candidates that Department refers.
5. Agree to give Candidates referred to the Contractor by the Department priority in the filling of a job opening so long as the Candidate meets the qualifications of the position and the Department refers qualified candidates within three (3) working days.
6. Provide Department with feedback regarding the disposition of all referrals made, to include the progress and employment status of those Candidates who are hired, or an explanation of why any such Candidate was not hired or considered qualified.
7. Designate a specific contact person who will:
 - provide additional information regarding "first source" jobs and clarify their requirements;
 - receive Department referrals, and
 - provide feedback to a Department account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those candidates hired by the Contractor.

B. That Department will designate an account representative who will:

1. Process all the Contractor's job notices in accordance with this Agreement.
2. Refer screened and qualified Candidates to the Contractor's designated contact person.
3. Make referrals in a timely manner, that is, within three (3) working days after receiving the Contractor's job opening notices.
4. Assist in the development of any mutually agreed upon training and/or internship programs that will better prepare the Candidates for employment with the Contractor.
5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate.
6. Insure that the Contractor is advised of available subsidies and provide any assistance to the Contractor to obtain those subsidies.
7. Report the Contractor to the procurement Entity if the Contractor does not fulfill its responsibilities in accordance with this Agreement.
8. Review and evaluate the effectiveness of this undertaking with the Contractor and make modifications as necessary and appropriate.

C. Disclaimers:

Nothing in this Agreement shall cause the Contractor, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

D. Non-discrimination:

The Contractor agrees that there shall be no discrimination against any employee or candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and State laws regarding discrimination.

E. MARYLAND LAW PREVAILS

The place of performance of this Agreement shall be the State of Maryland. This Agreement shall be construed, interpreted, and enforced according to the laws and

regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

F. EFFECTIVE DATE:

This Agreement shall take effect on the date of the aforementioned Procurement Contract, and it shall remain in effect for the duration of the Procurement Contract, including any option periods or extensions.

IN WITNESS, WHEREOF, the Contractor and Department have affixed their signatures below:

FOR THE CONTRACTOR

SIGNATURE

TITLE

DATE

FOR THE DEPARTMENT

SIGNATURE

TITLE

DATE

**Approved as to form and Legal Sufficiency by the
Department Attorney General's Office**

ATTACHMENT 16

State of Maryland Travel and Meal Regulations

State Travel Management Unit

Board of Public Works

Subtitle 02 Business Administration

23.02.01 Standard Travel Regulations

Authority: State Finance and Procurement Article, ? 10-203,
Annotated Code of Maryland

.01 Scope.

A. Unless otherwise provided by law, these regulations apply to all travel for official business undertaken by officials and employees of units of the Executive Branch of the State government, except elected officials and officials and employees of the University of Maryland System.

B. If a contract specifically provides for their application, these regulations may apply to official business travel of persons performing a State contract.

C. These regulations do not apply:

(1) When a line item in the annual State budget specifically identifies an item and amount for exemption.

(2) To State-owned, State-leased, or privately-owned motor vehicles.

Reimbursement to employees or officials who use State-owned, State-leased, or privately-owned motor vehicles to conduct official business for the State is within the jurisdiction of the State Fleet Administrator, Department of Budget and Management, and subject to policies issued by the Secretary of Budget and Management.

.02 Definitions.

A. In this chapter the following terms have the meanings indicated.

B. Terms Defined.

(1) "Board" means the Board of Public Works.

(2) "Conferences, conventions, and seminars" means non-routine official business meetings for the purpose of discussing or deciding matters related to the accomplishment of position responsibilities.

(3) "Credit services contractor" means a private entity under contract with the State to extend the State credit for purposes of charging business travel expenses.

(4) "Department" means the Department of Budget and Management.

(5) Employee.

(a) "Employee" means an employee or official of a unit of the Executive branch of State government.

(b) "Employee" does not mean elected officials and officials and employees of the University of Maryland.

(6) "In-State travel" means travel to destinations inside the boundaries of Maryland, and includes the Washington, D.C. area, and travel to attend meetings with the employee's federal regional counterpart in that federal regional district.

(7) "Official business" means the authorized duties performed by an employee or official of the State in the employee's or officer's defined capacity under the duties and responsibilities prescribed by the employment or office.

(8) "Out-of-Country travel" means travel to destinations outside the United States, its territories, and Canada.

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(9) Out-of-State travel.

(a) "Out-of-State travel" means travel to destinations outside Maryland and the Washington, D.C. area.

(b) "Out-of-State travel" does not mean travel to meetings with federal regional counterparts in that federal regional district.

(10) "Routine business travel" means authorized travel on a daily basis or periodic basis to a job site other than the employee's assigned office for official business.

(11) "Secretary" means the Secretary of Budget and Management.

(12) "Training" means the same as provided under **COMAR 17.04.10.01**.

(13) "Travel services contractor" means a private business entity under contract with the State to serve as a travel agency for purposes of State

employee business travel.

(14) "Travel status" means the condition of a State employee while traveling on State business. An employee is not in travel status while commuting from home to the employee's assigned office, regardless of the length of time of that commute.

(15) "Unit" means any department or independent agency within the Executive branch of State government.

.03 Policy.

A. These regulations establish a State Travel Management Program, under the jurisdiction of the Secretary, Budget and Management, to help ensure fairness in the application and administration of travel expense reimbursement and to reduce and control the State's costs related to travel.

B. An employee traveling on official business is expected to exercise the same care incurring expenses as would a prudent person traveling for personal reasons. Travel for business should be conducted at a minimum cost for achieving the success of the mission. Travelers shall request reservations as far in advance as possible and shall utilize the lowest logical air/rail fares available. Subject to approval by the unit head, use of business class is allowable when traveling to destinations outside North America, the Caribbean Islands, and the Hawaiian Islands. Travel in first class is not allowable unless documented evidence clearly indicates the travel is in the best interest of the State. An employee may not participate in any promotional plan, such as frequent flyer program, when this participation entails foregoing a more favorable fare rate. Travel awards accrued under a promotional plan as a result of State business travel should be applied to State business travel expenses, whenever feasible. Baltimore Washington International Airport, as the State's preferred airport, should be used whenever convenient and cost effective.

C. State facilities shall be used for in-State meetings whenever available, unless the use of outside facilities is more cost effective, or the agency head certifies that the outside facility is more appropriate to completing the business mission.

D. The Secretary shall establish reimbursement rates, subject to the approval of the Board of Public Works. Expenditures for official travel may be considered as reimbursable only if incurred in accordance with these regulations.

.04 Travel Management Office.

A. The State Travel Management Office is established in the Department of Budget and Management to administer the State Travel Management Program.

B. The State travel manager shall:

(1) Oversee the operations of the Travel Management Office;

(2) Monitor contractor performance and unit compliance;

(3) Work with the State units to ensure the effective and efficient operation of the Travel Management Program.

.05 Unit Heads.

A. Unit heads shall:

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(1) Be responsible for ensuring compliance with this chapter by providing adequate internal control over employee travel;

(2) Designate an existing employee or employees to serve in a subsidiary capacity as an agency travel coordinator or coordinators within their organization for the purpose of monitoring employee compliance with these regulations and performing other duties listed in Regulation .06.

B. Exceptions to using the travel and credit services contractor or contractors shall be approved by the unit head or designee in accordance with Regulation .08B, documented by the unit, and forwarded to the Department's Travel Management Office by January 15th and July 15th of each year. Reporting is to cover the periods of July 1 through December 31, and January 1 through June 30 respectively. This section shall be effective upon written notification of the Secretary to the unit head.

.06 State Agency Travel Coordinators.

The agency travel coordinators shall be responsible for:

- A. Monitoring employee compliance in accordance with this chapter;
- B. Providing assistance to employees concerning questions and problems with travel;
- C. Serving as liaison with the Department's Travel Management Office and the travel and credit service contractors.

.07 Secretary.

The Secretary shall be responsible for the:

- A. Development and promulgation of the regulations in this chapter, including travel reimbursement rates, with the approval of the Board;
- B. Procurement of travel and credit service contracts and rate agreements;
- C. Development and administration of travel and credit services contracts and rate agreements;
- D. Program monitoring, evaluation, and guidance;

E. Liaison with State units to ensure the effective and efficient operation of the travel management program and compliance with this chapter. This shall include resolving problems and complaints of the units and travel and credit service contractors and providing educational material to agency travel coordinators and employees.

.08 Travel Services Contractor.

A. The Secretary may contract with travel service providers, or with a single provider, to acquire travel services for State employees traveling on official business.

B. Upon written notification of the Secretary to the unit head, employees shall book all airline, railway, and ship travel, all car rentals, and all lodging reservations through the State travel service contractor, except under the following circumstances:

(1) An unusual situation makes it impractical or impossible to use the services of the State travel services contractor;

(2) The State travel services contractor does not serve the area where the employee is located;

(3) Travel arrangements are to be made for the employee by the organizer of a planned conference, convention, or seminar in order to obtain special discounts not available through the travel services contractor.

C. When changes in travel planning require cancellation or revision of common carrier tickets, or car rental or lodging arrangements, the employee shall notify the travel services contractor as soon as possible so that the necessary changes can be made.

.09 Air Travel Accident Insurance.

Air travel insurance is provided through the State Treasurer's Office. Beneficiaries are those designated with the Maryland State Retirement and Pension System. Questions concerning policy coverage or the designation of beneficiaries shall be directed to the State Treasurer's Office.

.10 Travel Authorization.

A. In-State Business Travel. Subject to appropriated funds, routine business travel may be authorized in accordance with appropriate internal approval procedures of the unit responsible for the official State business.

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B. Out-of-State or Out-of-Country Business Travel. Subject to appropriated funds, a unit head or designee may authorize out-of-State and out-of-country travel for official business. Requests for authorization shall be submitted on the Comptroller of the Treasury's GAD Form X-3A, "Individual Request for Out-of-State Travel".

C. Conventions, Conferences, Seminars, or Training Travel.

(1) Subject to appropriated funds, a unit head or designee may authorize in-State travel to conventions, conferences, seminars, or training in accordance with appropriate internal approval procedures. A unit head or designee may authorize out-of-State travel for these purposes using the Comptroller of the Treasury's GAD Form X-3A, "Individual Request for Out-of-State Travel".

(2) Travel out-of-country to conventions, conferences, seminars, or training shall be reported to the Board of Public Works. Requests for authorization for this travel shall be submitted to the Secretary. The Secretary shall submit reports of this travel to the Board of Public Works every 3 months.

.11 Travel Payment and Reimbursement.

A. Each employee's reimbursement request shall include:

(1) The Comptroller of the Treasury's GAD Form X-3A, "Individual Request for Out-of-State Travel", in accordance with Regulation .10.

(2) The Comptroller of the Treasury's GAD Form X-5, "State of Maryland Expense Account";

(3) Itemized receipted bills and such other supporting documentation of expenses as may be required by the Comptroller.

B. Payment for Airline and Rail Tickets (Common Carrier). The following conditions shall be effective upon written notification of the Secretary to the unit head:

(1) Units shall pay for employee common carrier tickets issued by the contractor travel service using the credit account number provided by the contractor selected for that purpose by the Department's Travel Management Office. Each unit or appropriate unit division shall be issued one account number and shall be centrally billed by the contractor for all charges. The identity of and access to all unit account numbers shall be restricted by the unit to the essential personnel.

(2) Each unit shall have a written policy and assigned responsibility for obtaining and controlling common carrier tickets, particularly unused portions.

(3) Unused portions of tickets shall be returned by the employee to the designated unit official to obtain credit. The unit official immediately shall return any unused portions of tickets to the contractual travel agency for credit to be applied.

.12 Reimbursable Expenses.

A. General. The State shall reimburse employees for authorized necessary travel and related expenses incurred by the employee. The State may not reimburse an employee for transportation, lodging, meal expenses, or any other costs incurred by a spouse, child, or other person not essential to the business mission, who accompanies the employee on an official business trip.

B. Taxi, Bus, and Airport Limousine. Taxi, bus, and airport limousine fares incurred while on travel status are reimbursable when traveling to and from the airport, train station, or bus station, or when otherwise incurred while conducting official business. Employees shall use the mode of public transportation that results in the lowest logical cost to the State.

C. Rental Cars.

(1) Subject to approval by the unit head or designee, employees may rent cars while on travel status when other means of transportation are unavailable, more costly, or impractical. The lowest cost vehicle necessary to achieve the traveler's mission shall be reserved. Upon written notification by the Secretary to the unit

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head, all car rental reservations shall be made through the State travel services contractor, except as provided in Regulation **.08B**.

(2) In addition to the cost of the rental, the employee shall be reimbursed for necessary and reasonable expenses incurred for the following items:

- (a) Gasoline, oil, and emergency repairs;
- (b) Parking;
- (c) Toll charges.

D. Lodging.

(1) This section shall be effective upon written notification by the Secretary to the unit head. Employees shall make all lodging reservations through the State travel services contractor, except as provided in Regulation **.08B**, when official business requires the employee to remain away from home overnight. Field staff employees shall make in-State lodging reservations through the State travel services contractor whenever practical.

(2) Reimbursement shall be in an amount equal to the actual cost of the least expensive available rate for reasonable accommodations based on single occupancy.

(3) In cases of double occupancy by two State employees, each employee shall be reimbursed 50 percent of the total room charge.

(4) In cases of double occupancy when one of the occupants is not on State business, lodging reimbursement shall be on the basis of the least expensive available rate for reasonable accommodations based on single occupancy.

E. Meals.

(1) Meal allowances for employees while in travel status are reimbursable at the rates established by the Secretary.

(2) When an employee is in travel status involving absence from home overnight, all meals are reimbursable.

(3) Reimbursement may not be made for the cost of alcoholic beverages.

(4) The cost of breakfast is reimbursable when an employee in travel status has to leave home on official business 2 hours or more before the beginning time of the employee's place of business. The cost of dinner is reimbursable when an employee in travel status cannot get home within 2 hours after the employee's normal quitting time. In both cases, the 2 hours are in addition to the normal commuting time.

(5) In cases when an employee meets both of the conditions of **E (4)** and is in travel status for the entire day, but not overnight, the employee's lunch also is reimbursable.

(6) Reimbursement for either breakfast or dinner may not be made because of the hour at which an employee is required to leave home, or at which the employee returns home, because of commuting to and from the employee's normal place or places of employment.

(7) When a State institution, as a matter of practice, charges an employee for meals regardless of whether the employee eats a particular meal, and the employee is required to be absent from the institution on official business at mealtime, the employee shall be reimbursed to the extent of the cost of the meal charged to the employee by the institution.

(8) Except as provided in **E (2)**, (4), (5), and (7), above, an employee may not be reimbursed for the cost of lunch.

(9) If the registration fee for a conference, convention, seminar, or training meeting includes the cost of meals, the State shall reimburse the employee for the full registration fee. For this meeting, the employee may not request reimbursement for the included meals.

(10) Members of boards and commissions established by statute who do not receive compensation from the State may be reimbursed for actual and necessary

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meal expenses incurred while on official State business. Reimbursable meal expenses including tips, may not exceed amounts established by the Secretary.

(11) Meal reimbursement above the standard limits is allowable for employees conducting business in high cost areas designated by the Secretary. Employees shall be reimbursed for actual amounts based on receipts, not to exceed limits set by the Secretary.

(12) Meal reimbursement above the standard limits is allowable for employees on travel status outside the United States and its territories upon submission of receipts approved by the unit head or the unit head's designee.

F. Conference Registration Fees. When a registration fee is charged, participating State officials or employees shall be reimbursed upon submission of a receipt.

G. Porter Fees and Hotel Tips.

(1) Porter fees and hotel tips per each bag carried at common carrier depots and hotels respectively are reimbursable at the rates established by the Secretary.

(2) The same per bag tip is reimbursable when checking into and checking out of a hotel.

H. Telephone and Postage Expenses. Telephone and postage expenses incurred in the performance of official duties are allowable.

I. Cleaning Expenses. When an official or employee is required to be on travel status for a period exceeding 5 working days, the cost of necessary laundry, cleaning, and pressing is reimbursable.

J. Expenses for Passports, Visas, and Travelers Checks. If incurred as a result of the performance of official duties, fees for passports, visas, and traveler's checks are reimbursable upon submission of a receipt.

Fare Policy Summary

Objective

- To provide convenient, economical travel services for State employees traveling on official business.

Fare Policy

- Utilize lowest logical fares based on acceptable times, locations, conditions and State Travel Regulations.
- Least expensive routing is to be used.
- Delays-in-route (not more than 2 hours) that result in materially lower costs are to be used. Travelers may accept/request longer delays at their option, however.
- Promotional plans are not to be used when this results in obtaining less favorable fare rates.

ATTACHMENT 17

CERTIFICATION OF FORMER STATE EMPLOYEES

Attachment 17

CERTIFICATION OF FORMER STATE EMPLOYEES

On or about January 1 of each year this contract is in effect, Consultant agrees to provide to the Administration a list of employees of the Consultant and its sub-consultants who were employed by the Administration in the five years preceding the date of the list. Every three months following submission of the annual list (April 1, July 1, October 1), Consultant agrees to provide an updated list if there have been any changes since submission of the annual list.

Each list provided shall include a certification, signed and dated by an authorized representative, substantially similar to the following:

I certify that Consultant and its sub-consultants are in compliance with the General Conditions prohibiting a former Administration employee from working on any Administration consultant services contract for one year after leaving the Administration and with State Ethics Laws and related contract provisions prohibiting a former State employee from ever working on a matter in which a former State employee participated significantly as a State employee.

Consultant agrees to use its best efforts to ensure that the Consultant, sub-consultants and their employees comply with the restrictions on participation in this Contract contained in the General Conditions and in State Government Article § 15-504(d).

Date

Signature

CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

2. The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Attachment 19 – Location of the Performance of Services Disclosure

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the bid or offer submitted in response to Solicitation No. _____, the following disclosures are hereby made:

1. At the time of bid or proposal submission, the bidder/offeror and/or its proposed subcontractors:

___ have plans

___ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the bidder/offeror or its proposed subcontractors, the bidder/offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the bidder/offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.